

Nos. 18-1654 & 18-1782

IN THE
United States Court of Appeals
FOR THE SIXTH CIRCUIT

FIRSTENERGY GENERATION, LLC,
Petitioner/Cross-Respondent,
v.
NATIONAL LABOR RELATIONS BOARD,
Respondent/Cross-Petitioner.

PETITION FOR REVIEW OF THE DECISION AND ORDER OF THE NATIONAL LABOR
RELATIONS BOARD IN *FIRSTENERGY GENERATION, LLC*, A WHOLLY OWNED SUBSIDIARY
OF *FIRSTENERGY CORP.*, AND *INTERNATIONAL BROTHERHOOD OF ELECTRICAL*
WORKERS, LOCAL 272, AFL-CIO, CASE NOS. 06–CA–163303 AND 06–CA–170901,
REPORTED AT 366 NLRB No. 87

**APPENDIX OF PETITIONER/CROSS-RESPONDENT
VOLUME V**

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Respectfully submitted,

/s/ Peter N. Kirsanow

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CERTIFICATE OF COUNSEL

I, Peter N. Kirsanow, pursuant to 6 Cir. R. 30(b)(4)(E) hereby certify that the documents contained in this appendix are properly part of the Agency Record in this matter.

/s/ Peter N. Kirsanow

PETER N. KIRSANOW (0034196)

*One of the Attorneys for Petitioner/Cross-
Respondent FirstEnergy Generation, LLC*

CERTIFICATE OF SERVICE

A copy of the foregoing was filed electronically on the 1st day of October, 2018, and served according to the Court's Electronic Filing guidelines.

/s/ Peter N. Kirsanow

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*One of the Attorneys for Petitioner/Cross-
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JOINT EXHIBITS
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX

FIRST ENERGY CORPORATION

Employer

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
272, AFL-CIO

Petitioner

Case No. 06-CA-163303
No. 06-CA-170901

Place: Pittsburgh, Pennsylvania

Date: Thursday, December 1, 2016

MORSE, GANTVERG & HODGE, INC.
Suite 719, One Bigelow Square
Pittsburgh, Pennsylvania 15219
412/281-0189

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX

FIRSTENERGY GENERATION LLC

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 272,
AFL-CIO

Case Nos.: 06-CA-163303
06-CA-170901

STIPULATED FACTS (JOINT EXHIBIT 1)

Respondent FIRSTENERGY GENERATION LLC (“Respondent” or “the Company”), the International Brotherhood of Electrical Workers, Local Union No. 272, AFL-CIO (“Charging Party” or “Union,”), and Counsel for the General Counsel of the National Labor Relations Board (“NLRB” or “Board”) hereby agree to these Stipulated Facts.

1. The Parties reached agreement on a new collective bargaining agreement (“CBA”), effective by its terms from December 5, 2009, until February 15, 2013, covering bargaining unit employees at the Bruce Mansfield Plant. (Joint Exhibit 2).

2. On August 16, 2012, the Parties entered an agreement to extend the CBA, with certain modifications, through February 15, 2014. (Joint Exhibit 3).

3. From December 19, 2013 to September 18, 2015, the Parties engaged in negotiations for a successor agreement to replace the CBA that expired February 15, 2014.

4. The Company’s negotiation committee was led by Mr. Anthony Gianatasio, the Labor Relations Representative. Mr. Gianatasio reported to Mr. Chuck Cookson, the Executive Director of Labor Relations. Mr. Gianatasio and Mr. Cookson are supervisors and/or agents of the Company within the meaning of Section 2(11) and 2(13) of the Act. The Union’s negotiation

EXHIBIT NO. 1
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CASE NO.

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EXH. NO. 1

EXHIBIT NO. 11 RECEIVED ☒ REJECTED ☐
CASE NO. 18-CA-163303 CASE NAME FirstEnergy
NO. OF PAGES 4 DATE 11/1/16 REPORTER JAO

committee was led by its President, Mr. Herman Marshman. Each of these aforementioned individuals had authority to speak on behalf of their respective parties.

5. The Parties failed to reach a successor agreement prior to the expiration of the CBA.

6. On September 17, 2015, the Company presented the Union a Second Comprehensive Offer of Settlement (Joint Exhibit 4). As part of the Second Comprehensive Offer of Settlement, the Company offered to increase the wage rates at Bruce Mansfield through an equity adjustment (which is an increase over and above the General Wage increase that was offered to Local 272 members) which would be effective upon ratification. (Joint Exhibit 4, at page 1).

7. Additionally, the company offered, "Effective the date of ratification, a wage increase of five and one half percent (5 ½ %) will be granted on the wage rates after equity adjustments above. Effective one year following the date of ratification, a wage increase of two percent (2.0 %) will be granted on the wages in effect at that time." (*Id.*)

8. This Offer was accompanied by a Summary of the main points contained in the Second Comprehensive Offer of Settlement. (Joint Exhibit 5). Among other items, the summary stated, "Equity Adjustment - \$1 per hour for all classifications effective at contract ratification." Additionally, the Summary stated, "General Wage increase – 5.5% effective at ratification and 2.0% effective one year after ratification."

9. The Union bargaining committee never presented the Second Offer of Settlement to its membership for a vote.

10. On October 27, 2015, the Company implemented certain terms and conditions of employment that were contained in its Second Comprehensive Offer of Settlement

(“Implemented Terms”). (Joint Exhibit 6). The Implemented Terms were accompanied by a cover letter from Mr. Cookson to Mr. Marshman. (Joint Exhibit 7).

11. The Implemented Terms also contained a summary (Joint Exhibit 8). The summary again listed potential wage increases, each time specifically noting “wage updates effective only upon ratification of the contract by membership.”

12. The Company did not implement proposed wage increases, nor did it implement equity adjustments.

13. The Union filed charges, alleging, among other items, that the Implemented Terms had been unlawfully implemented. The allegation was dismissed via a partial dismissal letter on March 11, 2016. (Joint Exhibit 9).

14. Since the Company implemented the Implemented Terms, the Company and the Union have continued to engage in collective bargaining, but no collective bargaining agreement has been reached. The Implemented Terms remain in effect.

15. On April 22, 2016, the Board sent an amended dismissal letter. (Joint Exhibit 10). Among other items, the Board said “this letter is being sent because the Region has amended its original dismissal letter that issued on March 11, 2016. Specifically, the Region has decided to retain for further processing the allegation that the Employer violated the Act when it partially implemented its final proposal by refusing to implement its proposal for a wage increase.” No explanation was set forth to explain the amendment.

16. The Region filed a complaint against the Company on May 27, 2016, (the “Complaint”), in Case 06-CA-163303.

17. The Company filed its Answer and Affirmative Defenses to the Complaint on June 9, 2016.

Dated: November ____, 2016

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ATTORNEY FOR CHARGING PARTY

AGREEMENT

THIS AGREEMENT made and entered into this 5th day of December, 2009, by and between FIRSTENERGY GENERATION CORP., (hereinafter referred to as "Company") and LOCAL UNION NO. 272 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O. (hereinafter referred to as the "Union")

WITNESSETH:

WHEREAS, the Company is engaged at its Bruce Mansfield Plant, Shippingport, Pennsylvania, in the generation of electric power as a public utility; and

WHEREAS, the Company has a responsibility to provide continuous uninterrupted service to protect the health, safety and well-being of the public; and

WHEREAS, the Union represents employees in the bargaining unit hereafter described:
and

WHEREAS, the Company and Union recognize that they have a mutual responsibility to settle disputes between the employees and management in an orderly manner:

NOW, THEREFORE, and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Recognition

Section 1. The Company recognizes the Union as the exclusive collective bargaining representative for employees in the appropriate bargaining unit certified by the National Labor Relations Board in Case No. 6-RC-7962. Such unit is composed of all production and maintenance employees, including Control Room Operators, employees in the Stores, Electrical, Maintenance, Operations, I&T, and Yard Departments at the Bruce Mansfield Plant, excluding technicians, office clerical employees and guards, other professional employees and supervisors as defined in the National Labor Relations Act as amended.

Section 2. The Company agrees that if it sells, assigns or otherwise transfers any of its business operations to any FirstEnergy Corp. entity or non FirstEnergy Corp. related entity during the terms of the Agreement and that transaction involves the transfer of employees currently represented by the Union, such entity shall be considered successor to this Agreement, and the transaction shall be made contingent upon the agreement of the entity to recognize the Union, and be bound by the terms and conditions of employment set forth in this Agreement in the event the entity or its designee continues the business. The Company will provide the Union with those documents necessary to demonstrate compliance with this Article as soon as practicable after the intent to transfer is made public.

Nothing in the foregoing shall require the successor entity to offer employment to all persons in the existing workforce. The successor entity's only requirement with respect to staffing, shall be to offer employment to that number of employees at the facility that the successor entity believes are necessary to satisfy its staffing level requirements at the time of the transfer. Any offers of employment shall be in order of seniority as provided in this Agreement.

J. EXH. NO. 2

EXHIBIT NO. 52 RECEIVED ☒ REJECTED ☐
CASE NO. 18-CA-170910 CASE NAME Fitzmerry
NO. OF PAGES 10 DATE 8/1/18 REPORTER JAO

Section 3. This Agreement sets forth the wages, hours, working conditions of employment for employees in such bargaining unit during the term of this Agreement and during any period in which it shall remain in full force and effect pending negotiations for the continuance, renewal or change thereof.

Section 4. The Company and the Union agree that they will not discriminate, coerce, nor intimidate any employee because of membership or non-membership in the Union except as expressly provided in Article II hereof.

Section 5. The Company and the Union agree that in the application of this Agreement they will not discriminate against any employee because of race, color, creed, sex, religion, national origin, age, handicap or Vietnam era veteran status.

Section 6. The Company will pay not more than two (2) Union representatives their regular straight-time rate of pay from their scheduled work period while engaged in contract negotiations with the Company.

ARTICLE II

Union Security - Dues Deduction

Section 1. All employees who are members of the Union on the effective date of this Agreement or who become members thereafter shall, as a condition of continuing employment in bargaining unit jobs, tender to the Union the regular monthly membership dues (exclusive of initiation fees, fines, etc.), uniformly required as a condition of retaining membership. All employees who are not members of the Union on the effective date of this Agreement and all employees hired or transferred to bargaining unit jobs on or after such effective date who are not members of the Union shall, as a condition of continuing employment, become and remain members of the Union and tender to the Union each month starting with the month following the 30th day after the effective date of this Agreement or the month following the 30th day after the date of such hiring or transfer, whichever is later, the regular monthly membership dues (exclusive of initiation fees, fines, etc.). The Union shall certify to the Company the amount to be paid hereunder.

If an employee fails to pay or tender to the Union the amount required to be paid as provided herein, the Union shall notify the employee and the Company by registered mail and such employee shall be discharged by the Company unless he shall present to the Company within ten (10) days after his receipt of the Union's notice satisfactory evidence that he has tendered such payment to the Union.

The provisions of this Section 1. shall cease to be applicable to any employee who is transferred permanently out of a bargaining unit job.

No employee shall be required to pay the amount prescribed herein if he is unable to work because of illness or injury and who will not receive sickness or injury benefits equivalent to his normal straight-time rate, or if he is absent from his employment due to Military Service in

excess of one (1) month, layoff or leave of absence, and the obligation to pay such amount shall be waived during any such period. The Union wants employee to fill out a waiver card.

Section 2. Employee payments to the Union as required under Section 1. may be paid through payroll deduction. Such payments shall be made by payroll deduction in the case of all employees who authorize such deduction by signing the following described authorization form:

Authorization Card

Date: _____

I hereby authorize and direct the Company to deduct from my pay each month, an amount prescribed by the Union but not in excess of the regular monthly membership dues of Local Union No. 272 of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O. I further authorize and direct Pennsylvania Power to remit the amount so deducted from my earnings to the Treasurer of said Local Union No. 272. The Local Union shall certify to the Company the prescribed amount to be deducted and will notify the Company in writing of any change in such amount. The Company shall be entitled to rely upon such certification in complying with the provisions of this authorization.

This assignment, authorization and directive shall, when duly executed, become effective on the date delivered to the Company and shall continue in effect unless and until revoked by me within the period of twenty (20) working days (excluding Saturdays, Sundays, and holidays) prior to August 15, 1979 and August 16 of each year thereafter for a like period by giving written notice to the Company of such revocation. Such authorization also may be revoked at any other time as may be provided by law.

This authorization shall be deemed automatically cancelled and terminated in the event I am transferred permanently out of a bargaining unit job.

Name (Please Print)

Employee's Signature

Employee's Social Security Number

The Company will make payroll deductions as provided in written authorizations received by the Company on the above form and will promptly remit such amounts to the Treasurer of the Local Union.

Section 3. The Union agrees that it will indemnify and save the Company harmless from all claims, liability and damages arising out of the Company's compliance with the provisions of this Article II.

Section 4. A copy of the Agreement shall be given to each employee covered hereby and his attention called specifically to Section 1. of this Article.

ARTICLE III

No Strike/No Lockout

The Company and the Union agree that the grievance procedure set forth in this Agreement is intended to serve as a means for peaceable settlement of grievances pertaining to the meaning or application of this Agreement and, therefore;

The Company agrees that it will not lockout any of its employees; and

The Union agrees that the Union will not authorize or approve and that neither the Union nor the employees will engage or participate in any strike, work stoppage, slowdown, picketing or refusal to cross a recognitional or illegal picket line at their regular assigned entrance to the plant, or any other restriction or curtailment of operations or of work. Any employee who violates this provision may be disciplined by the Company; however, such discipline shall be subject to the provisions of the grievance procedure.

The Union agrees that employees of the Company will individually and collectively perform loyal and efficient service, that they will use their influence and best efforts to protect the property of the Company and will cooperate with the Company to this end at all times.

ARTICLE IV

Management Responsibilities

The Company has the responsibility and the duty to manage and control the plant facilities and their operations, including but not limited to the following:

- a. The determination of the extent of operation and the selection and use of equipment and facilities;
- b. The determination of the size of the work force, the classification of work and the number of employees to be assigned to each classification;
- c. The hiring, transfer, promotion and layoff of employees;
- d. The supervision, direction and assignment of employees; subject, however, to the provisions, conditions and limitation expressly set forth in this Agreement.

It is the policy of the Company not to employ outside contractors for work ordinarily and customarily done by its regular employees where such contracting would result in the layoff or demotion of employees or the reduction of hours of work below forty (40) hours per week. Except in emergencies, the parties agree to meet prior to contracting out work and discuss the scope of the work (as to description, location, and estimated duration) involved, and the portion, if any, to be performed by bargaining unit employees.

It is understood that the foregoing paragraph does not apply to grass cutting, all office janitorial, snow removal and floor waxing contracted on or after February 16, 1997 or to remaining janitorial work contracted on or after February 16, 1998.

ARTICLE V

Definitions

Section 1. Whenever the term "employee" is used herein, it shall mean a person in the bargaining unit.

A "regular employee" is one who is regularly scheduled to work at least forty (40) hours per week and has completed more than eighteen (18) months of continuous service with the Company.

Section 2. For employees hired after January 1, 2005, a "probationary employee" is an employee who has not completed eighteen (18) months of continuous service with the Company in one (1) or more bargaining unit jobs, but who is employed by the Company with the intention of making him a regular employee after such trial period of eighteen (18) months, provided he proves to be satisfactory. No probationary employee who is working in a bargaining unit job shall have seniority rights until the completion of six (6) months of employment. The Company shall have full discretion in the retention or discharge of any probationary employee without grievance being raised therefor. Upon completion of such probationary period his seniority shall date back to the commencement of such probationary period. If the probationary employee has been absent from work, his probationary period will be extended one (1) day for each day of absence from his regularly scheduled work period. Effective the first day of the month after the hire date of an employee, probationary employees will be entitled to receive all benefits provided regular employees.

Section 3. A "temporary employee" is a person who is hired for a specific period of time or for a specific job of limited duration but in neither event to exceed six (6) months in any twelve (12) months' period. Such employee shall not have any seniority rights and shall have only such rights under this Agreement as are specifically conferred on them by the terms thereof. Such temporary employment shall not result in the layoff, or loss of regularly scheduled hours of any regular employee.

Section 4. "Shift employees" are defined as those employees who work a job which normally must be continuously tended on two (2) or three (3) shifts including Saturdays, Sundays and holidays.

Section 5. "Scheduled employees" are defined as those whose regular hours of work are scheduled as eight (8) consecutive hours (exclusive of lunch period) usually on a day or evening schedule (but not around the clock).

Section 6. "Accumulated service" means all continuous service of an employee with the Company (and its predecessors), including time spent in the military service of the United States of America and authorized leaves of absence.

Section 7. Words used in this Agreement in the masculine gender shall include the feminine.

ARTICLE VI

Seniority

Section 1. "Seniority" as used herein is defined as the status accruing to an employee through length of service which entitles him to preference in transfers, promotions, layoffs, and recalls as hereinafter provided. Employees will have seniority rights for purposes of this Agreement only for continuous service at the Bruce Mansfield Plant, excluding all other service with FirstEnergy and its affiliated companies.

a. "Job Seniority" is the length of continuous service in any particular job classification, which shall be determined by the date the employee is regularly assigned to such classification in a particular section and shall include all time the employee was regularly assigned to higher job classifications in the same line of promotion.

b. "Plant Seniority" is the length of service at the Bruce Mansfield Plant.

c. Job and Plant Seniority shall accumulate while an employee is on leave of absence, in the United States Military Service or is absent due to sickness or injury.

Job seniority shall be retained and plant seniority shall accumulate while an employee is laid off for not more than thirty (30) months except full-time regular employees with more than thirty (30) months of service will accumulate for not more than sixty (60) months.

An employee shall not accumulate seniority during temporary employment. An employee retained after he has completed his temporary employment shall be a probationary employee.

Section 2. An employee shall lose his seniority under any of the following circumstances:

(1) Voluntary termination of his employment.

(2) Discharged for just cause.

(3) When an employee, temporarily laid off, fails to return to work within ten (10) days (exclusive of Saturday, Sunday and holidays) after written notice by registered mail to his last known address, requesting such return, or if such employee fails to notify the Company of his intention to return to work within five (5) days (exclusive of Saturday, Sunday and holidays) after written notice has been delivered to him.

(4) Absent from work for three (3) or more days without reasonable excuse or justification or is absent from work for three (3) or more days with reasonable excuse or

justification but who fails to report such excuse or justification within three (3) days from the commencement of such absence unless physically precluded from so doing.

(5) Is laid off for not more than thirty (30) months except full-time regular employees with more than thirty (30) months of service will accumulate for not more than sixty (60) months.

(6) Violates the terms of a leave of absence.

Section 3. Employees (other than probationary employees with less than six (6) months of service) who wish to be considered for a vacancy in a beginning job (the bottom job in any promotional line or any of the following jobs: Laborer, Plant Helper, Janitor (see Exhibit A attached)), shall state their request and preference on a form furnished by the Company. A copy of the employee's request shall be provided to the Plant Superintendent and to the Business Manager of the Union. When management requires such job within the bargaining unit to be filled and before a new employee is hired, a notice will be posted on the bulletin boards stating the classification and wage rate of the open job. The senior qualified employee who, having filed a request for such job prior to the posting of the opening, shall be given preference in filling the vacancy. If an employee fails to decline a job offer within 24 hours of that offer being made, he will be deemed to have declined that offer.

Before a senior applicant is bypassed the Company will discuss the matter with the Union.

When the applicant is awarded a vacancy all other requests by such applicant will be cancelled and withdrawn from the files. If such employee desires to be considered for other vacancies, he must make written request as provided above.

An employee who is successful in his request for a new job and is placed on the new job, may elect to return to his old job within six (6) months without loss of seniority rights. No seniority rights will remain in the job from which the employee is returning.

No employee may be awarded a new job which necessitates a job change more than once in any twelve (12)-month period, except where an employee is a Plant Helper, Janitor or Laborer, in which case he will be awarded no more than two (2) new jobs in any twelve (12)-month period.

An employee on vacation or sick leave who has filed a job request will be considered for a job vacancy provided he returns within six (6) weeks after the awarding of the job. This time limitation may be extended by mutual agreement. The employee working on such job shall be returned to his former job with all seniority rights on such former job.

The name of the employee who is awarded any open job (either a beginning job or a job in any promotional line) will be posted on the bulletin boards and a copy of the posting subsequently will be sent to the Union.

The employee who is awarded an open job will be paid the rate of the job at the time he starts on the job or fourteen (14) days after the award, whichever is earlier.

Section 4.

(1) In filling job vacancies in beginning jobs, plant seniority shall govern where qualifications as defined herein are sufficient.

(2) In filling of job vacancies above the beginning job in a line of progression, job seniority shall govern where qualifications as defined herein are sufficient.

(3) Qualifications shall be defined as follows:

- A. Performance of work assigned in a manner as safe and economical as possible under the circumstances.
- B. Knowledge and experience previously acquired on the job to be filled or on a comparable job. Temporary assignments made outside of seniority shall not be a qualifying factor.
- C. Relevant knowledge, experience, training or education.
- D. Protection of the lawful interests of the Company.
- E. Punctuality and observance of the rules and regulations of the Company.
- F. Satisfactory completion of reasonable oral, written or practical tests.
- G. Completion of On the Job Training/Task Performance Evaluations (OJT/TPE) for the classification immediately below the classification the employee is bidding on.

A grievance may be filed claiming that the qualifications established by the Company for a job are unreasonable.

Testing of employees for job knowledge shall be subject to the following provisions:

(1) Before employees are tested the tests will be reviewed and discussed with representatives of the Union. A Union representative may be present when employees are tested to determine their qualifications for promotion. This provision does not apply to tests which are part of a training program.

(2) Employees will be provided with manuals setting forth the appropriate training materials and sufficient time in advance to prepare for the test. All test questions shall be based on such training materials.

(3) Upon request, after any test has been given, a Union representative shall be permitted to review the test questions, the answers, and the scores.

Section 5. The Company shall furnish an updated seniority list to the Local Union at least every six (6) months.

Section 6. An employee transferred out of a bargaining unit shall retain and accumulate seniority in the bargaining unit for a period of six (6) months. During such period such

employee may return or be returned to his former job in the bargaining unit. All employees affected thereby shall be placed in jobs on the basis of their seniority and qualifications.

Section 7. When it is necessary to fill a job temporarily due to illness in Operations, including Yard Operations, other than during unit outages, such vacancy will be filled during the first shift by overtime in the classification if relief persons are unavailable. If relief persons are not available, the vacancy will be filled by overtime in the classification and thereafter by a relief person in the classification or a relief person immediately above the job needed to be filled or by upgrading on the shift; however, such vacancy will be filled immediately by a relief person in the classification or a relief person in the classification immediately above the job needed to be filled or by upgrading on the shift if the absence is caused by vacation, Paid Absence Day, jury duty, Union business, leave of absence, and any other absences which are known in advance to be more than one (1) shift. When a qualified employee is not available to fill the vacancy it will be filled by overtime in the classification. During unit outages, available personnel on that shift shall be considered relief personnel.

Section 8. An employee in a bargaining unit job shall not be upgraded to non-bargaining unit job for more than one thousand forty (1040) hours in any calendar year except to fill in for a supervisor who is absent or is assigned other duties.

ARTICLE VII

Reduction, Layoff and Recall

Section 1. When a decrease in the number of employees in any job is necessary, the surplus employee or employees in that job with the least plant seniority shall be first released from that job and offered employment in the next lower job in the same promotion line, provided that his plant seniority is greater than that of any employee in the lower job. This process shall be continued until either (1) the necessary number of employees have been reduced from the affected jobs and other jobs have been increased or (2) the necessary number of employees have been laid off either because they are surplus, or not qualified, or have rejected the job or jobs offered.

When an employee has gone through his own line of promotion, he shall be offered employment in the lowest available job in any other line of promotion for which he has sufficient plant seniority and qualifications, and which job is held by an employee with less plant seniority.

But before he is offered and takes a job in another line of promotion, the following exception applies to those employees having sufficient plant seniority and qualifications:

Other employees in his same bottom job which he would otherwise leave (and who have more plant seniority) will have the opportunity to voluntarily displace an employee in the lowest available job in another line of promotion, if desired. If there is more than one volunteer, the employee with the greater plant seniority shall be released from the job and offered employment in the next lower job in the same promotion line. The volunteer will, for bumping purposes, assume the plant seniority of the employee with the lowest plant seniority (for this move only) who would have moved if not for this exception. The volunteer will not be able to return to his previous job under this procedure. The

displaced person shall, in turn, have the opportunity to exercise his plant seniority rights over employees in bottom jobs in other lines of promotion.

This same process and exception will continue and there will be no reduction of wages until the entire process is completed. Employees in the bottom job in the promotion line are given an opportunity to displace an employee in the lowest available job in another line of promotion until the number of employees in the bottom job of the promotion line where the reduction is being made is the required number. When the number of employees in the bottom job in the plant, Laborer, Plant Helper and Janitor, is greater than the number desired by the Company, the excess employees in such bottom jobs will be laid off. With the exception of volunteers, any employee in any promotion line who has been displaced due to a reduction will have recall rights. The affected employees shall be returned to their jobs and/or sections according to the inverse order in which they have been reduced. These recall rights will be granted for five (5) years from the date of displacement due to a reduction.

Section 2. An employee having more Plant Seniority than another employee in a bargaining unit job who would be laid off by application of the preceding paragraph shall not be laid off but shall be offered said bargaining unit job for which he can demonstrate his qualifications. This commitment will not require the Company to create a new job. If the employee refuses the job offered him, he will be laid off, and his right to be recalled will not be affected by such refusal. Any employee displaced through the application of this paragraph shall be considered as a surplus employee in that job, and the procedure set forth in the first paragraph of this Article shall then become applicable. In no case shall an employee be laid off prior to an employee with less Plant Seniority. The employee with at least ten (10) years of Plant Seniority who accepts a job pursuant to the terms of this Article shall not have his hourly rate of pay reduced, but shall receive no future general wage increases unless and until his rate is equal to the maximum rate for the job in which he is so placed.

Section 3. This Article shall have no application to incapacitated employees, or employees who are unable or unwilling to qualify for available work and does not preclude separation from the Company for reasons other than lack of work; or demotion in accordance with applicable provisions of this Agreement.

Section 4. Full-time regular employees (other than probationary) shall have thirty (30) months' recall rights. Full-time regular employees with more than thirty (30) months of service shall have sixty (60) months of recall rights. If recalled within a period of thirty (30) months or sixty (60) months as the case may be, laid off employees shall be returned to work in their departments according to the inverse order in which they have been laid off, providing they are qualified and have the ability to perform the work available; further, employees who have been laid off and not recalled to jobs in their departments shall be recalled in accordance with their Plant Seniority to fill jobs for which they are qualified and have the ability to perform the work before any new employees are hired by the Company to fill such jobs. Seniority rights of laid off employees shall cease to accumulate after thirty (30) months from date of layoff for employees with thirty (30) months of service or less and such employees shall no longer have the right to recall. Seniority rights of laid off employees having more than thirty (30) months of service shall cease to accumulate after sixty (60) months from date of layoff and such employees shall no longer have the right to recall. If an employee in any classification is recalled to a position in a lower classification, he may refuse to accept recall without loss of seniority in his classification

as of his layoff until the expiration of thirty (30) months' period or sixty (60) months' period as set forth above.

Section 5. When an employee is laid off he shall elect whether or not he desires to retain his seniority rights for thirty (30) months or sixty (60) months as the case may be. If he desires to do so he shall submit to a physical examination by a physician selected and paid by the Company at the time he is laid off and another physical examination at the time he returns to work.

Section 6. Before any reduction or layoff takes place, the Company will notify the Union as soon as possible, but no less than fifteen (15) days prior to said reduction or layoff, and meet with the Union as soon as possible to show the Union the reasoning for the reduction or layoff. The Company agrees to post on the bulletin board the number of employees to be reduced.

Section 7. Any time the employee had previously spent in the new section for purposes of Section 1 will count towards wages as stated in Article XVII of the Agreement.

It is hereby agreed that the procedure for reducing the surplus employees, the necessity of which is determined by the Company, in a given job in a given work location for the sole purpose of changing the distribution of those employees among affected work locations (and not for purpose of layoff and recall governed by Article VII of the Collective Bargaining Agreement between the parties) is as follows:

- (a) When a decrease in the number of employees in a given job is to occur, notification of such decrease shall be posted on the appropriate bulletin boards stating the number of employees in the affected work location and the number of the employees to remain therein after the reduction. This permits affected employees to place bids requesting movement to another work location pursuant to the "Memorandum of Agreement" located at the end of the collective bargaining agreement.
- (b) The surplus employee or employees in any given job with the least job seniority shall be the first released from the applicable employee or employees' work location and offered employment in the same job in any other work location in that section provided that his job seniority is greater than that of any employee in the same job in the other work location. This process shall continue until the number of employees in the given job in the given employee-reduced location reaches the posted number.
- (c) Movement to a different work location under this procedure does not count against an employee's one time move per year under the "Memorandum of Agreement" nor will employees "bumped" by more senior employees into another work location be charged with a move under "Memorandum of Agreement." Further "bumped" employees who had bid within a prior twelve 12-month period a work location from which said employee must move will not be charged with said prior bid and can bid to another work location within twelve (12) months.

ARTICLE VIII

Procedure for Adjusting Grievances

Section 1. A grievance is defined as any complaint or dispute that may arise between the Company, the Union or bargaining unit employee(s) as to the meaning, application or claimed violation of the terms of this Agreement.

Grievances will be handled in accordance with the following procedure:

Step 1. The grievance shall be discussed by the employee, a Union representative and his immediate supervisor or his designate within ten (10) days after the event giving rise to the grievance becomes known to the grievant. The immediate supervisor or his designate shall respond within five (5) days after the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance shall be reduced to writing and submitted to the Plant Manager within five (5) days after the immediate supervisor's response at Step 1. The Plant Manager or his designated representative shall arrange a meeting to be held within ten (10) days after receipt of the written appeal by him. Such meeting shall be attended by the Plant Manager and/or his Company designated representatives, and not more than two (2) representatives of the Union, one of whom shall be the grievant. The Plant Manager or his designated representative shall give a written answer within seven (7) days after the meeting.

A grievance involving discharge of an employee may be initiated at Step 2.

A grievance shall be considered to be withdrawn if it is not appealed to the next step within the designated time period. If the Company fails to give its written answer within the designated time period at any step, the grievance shall advance automatically to the next step.

The designated time period at any step of the grievance procedure may be extended by written mutual consent.

The Company will pay, at their regular straight-time rates, one employee who is a representative of the Local Union and the grievant (but not more than one grievant where the grievance involves more than one employee) for the time lost from their regular scheduled work while attending a meeting under Step 1 or Step 2.

Section 2. If the grievance is not settled under the foregoing procedures, either party may submit the grievance to arbitration by giving written notice of intent to arbitrate to the other party within fifteen (15) days after the written answer at Step 2 and the grievance shall proceed to arbitration as follows:

a. Within five (5) days after receipt of notice of intent to arbitrate, the parties shall meet or confer by telephone to select an arbitrator. If they are unable to agree they promptly shall send a joint written request to either the Federal Mediation and Conciliation Service or American Arbitration Association to submit a panel of seven (7) names of

experienced arbitrators from which they shall select the arbitrator by alternately striking names. The last remaining name shall be the arbitrator.

b. The arbitrator selected under Paragraph a. shall conduct a hearing at which each party shall have full opportunity to present its case.

c. The arbitrator shall issue his written decision within thirty (30) days after the hearing or following the time limit for submission of briefs. The decision will be binding on the Company, the Union, and the employees.

d. The arbitrator shall have no power to change, add to, or subtract from any of the provisions of this Agreement. His function shall be limited to the interpretation and application of this Agreement as written.

e. Each party shall bear the expenses of its own presentation to the arbitrator and the fee and expenses of the arbitrator shall be shared equally by the parties.

f. The Company and the Union may mutually agree to submit a grievance to expedited arbitration. Under this expedited arbitration procedure, these hearings generally will be limited to one day, there will be no post-hearing briefs by either party and the arbitrator must render a decision on the grievance within seven (7) working days of the hearing. If the parties require a written award of the decision, it shall be in summary form. The parties may mutually agree to extend the arbitrator's period to render a decision. The selection of the arbitrator and all other administrative matters of the arbitration procedure provided by Article VIII remain. The parties agree expedited arbitration is generally reserved for discharge grievances and no grievance may be filed regarding one party's decision not to submit any grievance to expedited arbitration.

Section 3. An International Representative may be present only to assist the Local Union at any step of the grievance procedure.

Section 4. If either party wishes to discuss matters of mutual concern not involving a grievance, including but not limited to content of job descriptions, upon written request stating the subject to be discussed, a meeting shall be arranged between the Union's Grievance Committee and the appropriate representative(s) of the Company. The party receiving such request shall set the date for such meeting within five (5) days after it receives the request, such meeting to be held as promptly as possible, but not later than ten (10) days after receipt of the request. Each party shall designate its representatives to attend the meeting. When the Company requests a meeting, the Company will pay the employees it requests to attend for all time lost during their regular scheduled work period while attending the meeting. If a response is necessitated as a result of said meeting, the party obligated to make a response shall give a written response within fifteen (15) days. The designated time period for a written response may be extended by written mutual consent.

Section 5. The Union will provide to that employee's immediate foreman or supervisor the name of any employee who is to attend any meeting under the grievance or arbitration procedure at least twenty-four (24) hours in advance of such meetings, if possible.

Section 6. The Union will provide the Company with regularly updated lists of the names of its officers, its duly authorized representatives and department stewards.

ARTICLE IX

Hours of Work - Overtime

Section 1. The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours.

a. Shift employees in Operations shall work on shifts as scheduled, shall eat their meals in the job area and relieve each other on the job, ready for work.

b. Shift employees in all Maintenance classifications shall work on shifts as scheduled, including a one-half (½) hour paid lunch period and time to return tools to the tool room, but excluding personal clean-up time.

c. Shift schedules will normally start between 6 a.m. and 9 a.m. (day shift), 3 p.m. and 6 p.m. (afternoon shift), 10 p.m. and 1 a.m. (night shift) and shall consist of eight (8) consecutive hours.

d. Scheduled employees (non-shift) will normally work eight (8) consecutive hours exclusive of a non-paid lunch period, but including fifteen (15) minutes personal clean-up time, five (5) consecutive days per week, exclusive of Sundays. Work days will normally start between 7 a.m. and 8 a.m.

e. Any changes in present hours or schedules, other than a, b, c or d above shall be negotiated with the Union before being made effective. Any changes in present hours or schedules at a, b, c or d shall be discussed with the Union before being made effective.

f. Trading of a 'day' or 'shift' between employees in the same classification may be allowed upon approval of the Company. Such trades shall not create an obligation on the Company's part to pay overtime.

Section 2. Employees shall not be required to take time off without pay scheduled working hours for overtime worked or to be worked.

Section 3. The Company reserves the right to require any employee to participate in overtime work and agrees to give such advanced notice of the required overtime work as is reasonably possible. The Union for and on behalf of itself, its officers, and its members, for whom it is collective bargaining agent, agrees that such employees will work reasonable amounts of overtime when requested by the Company and will respond promptly when called-out for special or emergency work.

Section 4. When employees are called out to work in an emergency, they will be paid for a minimum of four (4) hours at the applicable overtime rate. Where the period of the callout extends beyond midnight, he shall be paid for the time prior to midnight at the overtime rate

appropriate for the day ending at midnight, and for the time following midnight at the overtime rate appropriate for the day commencing at midnight. If the emergency work continues into the regular scheduled workday, premium time shall cease at the beginning of the regular scheduled workday except as provided in Article XI, Section 2.

Section 5. In order to effectively equalize the overtime in each classification over a calendar year, it is agreed that where sizable discrepancies in overtime exist at the end of any one hundred twenty 120-day period that such excess will be carried over into the next one hundred twenty 120-day period. In this way it would be expected that the overtime for any yearly period would be equalized within reasonable limits. That carried over from one-one hundred twenty 120-day period to the next would only be necessary where the amount of overtime involved for one or more employees exceeds that of other employees in the same classification by an amount that would be unreasonable on an annual basis. The Company agrees that in the event the wrong man is called for overtime, the bypassed employee will be paid the premium in excess of his regular straight-time rate for the number of hours he would have worked.

No temporary employee will be called out for overtime work unless all other employees in the same classification in the department have been called out or, if a general emergency exists and all other available help is being used from the department. This shall not apply where overtime is an extension of the regularly scheduled workday.

All overtime worked on a temporary assignment shall be charged to the employee's classification and location.

Section 6. Overtime shall consist of all time worked outside of an employee's regular schedule. Compensation for overtime hours shall be as follows:

(1) One and one-half (1½) times the straight-time wage rate shall be paid for:

- A. Hours worked in excess of regular scheduled hours on a scheduled workday except in the case of a holiday.
- B. Hours worked on first scheduled day off except when such is a calendar Sunday or a holiday.
- C. Hours worked on the second scheduled day off when a calendar Sunday was the first scheduled day off.
- D. Hours worked on the second consecutive eight (8) hour shift when due to a change in schedule an employee works two consecutive eight (8) hour shifts.

(2) Two (2) times the straight-time wage rate shall be paid for:

- A. Hours worked on a calendar Sunday which is a scheduled day off.
- B. Hours worked on the employee's second scheduled day off in the workweek unless the calendar Sunday was the first scheduled day off.

- C. Hours worked in excess of regular scheduled hours on a holiday.
- D. Hours worked in excess of sixteen (16) in any twenty-four (24) hour period.

Section 7. "Planned overtime" is time to be worked outside of employee's regularly scheduled working hours pursuant to notice given to the employee twelve (12) hours or more in advance of such planned work.

An employee who has a telephone and is not notified of the cancellation of planned overtime work at least eight (8) hours prior to starting time shall be paid four (4) hours straight time at his regular rate.

Section 8. Where an assigned schedule includes a calendar Saturday and/or Sunday overtime rate will not be paid for such scheduled work, except that effective the date of ratification, an employee will be paid one dollar and eighty five cents (\$1.85) per hour, and effective February 16, 2010 an employee will be paid one dollar and ninety cents (\$1.90) per hour, and effective February 16, 2011 an employee will be paid one dollar and ninety-five cents (\$1.95) per hour effective, and February 16, 2012 an employee will be paid two dollars (\$2.00) per hour in addition to his regular straight-time rate for each scheduled straight-time hour worked on Sunday. Where assigned schedules include Saturday, Sunday and holiday work, all such schedules shall be rotated in such a manner as to equalize insofar as practicable Saturday, Sunday and holiday work among the employees involved. Employees who work their regular scheduled shift on Sunday will receive both the applicable shift premium and the Sunday premium.

Section 9. A change of schedule shall mean a change of shift, or a change of off days, or a change in the starting and finishing time of the workday. If the work schedule of an employee is changed and less than forty-seven and one-half (47½) consecutive hours' notice is given, the Company will pay time and one-half (1½) for the first eight (8) hours under the new schedule, if worked. When the change of work schedule of an employee shall involve the employee's normal off days and forty-seven and one-half (47½) consecutive hours' notice shall not have been given to the affected employee, then said employee shall be paid for the two (2) normal off days worked in the first week of the new work schedule on the same basis as if he had been called to work on his normal off days. The scheduled rotation of off days and hours of work shall not be considered a change of schedule. If more than one(1) work schedule change occurs during a payroll week, the Company will pay time and one-half (1½) for the first eight (8) hours worked for the second change of schedule.

ARTICLE X

Vacations

Section 1. a. Effective January 1, 2005 a full-time employee who has been on the

Company's payrolls continuously for six (6) months, but less than one (1) year shall be granted a vacation of one (1) week with pay, (forty hours (40) straight-time pay) to be taken, in accordance with the provisions of this Article. A full-time employee who completes one (1) year of continuous service earns a second week of vacation.

- b. A full-time employee who, as of January 1 of any calendar year, has accumulated one (1) year, but less than five (5) years' service, shall be granted a vacation of two (2) weeks with pay, (eighty (80) hours' straight-time pay).
- c. A full-time employee who, as of January 1 of any calendar year, has accumulated five (5) years', but less than fourteen (14) years' service, shall be granted a vacation of three (3) weeks with pay (one hundred twenty (120) hours' straight-time pay).
- d. Regular employees who, as of January 1 of any calendar year, have accumulated fourteen (14) years', but less than twenty-four (24) years' service, shall be granted a vacation of four (4) weeks with pay, (one hundred sixty (160) hours' straight-time pay).
- e. Regular employees who, as of January 1 of any calendar year, have accumulated twenty-four (24) or more years' of service shall be granted a vacation of five (5) weeks with pay, (two hundred (200) hours' straight-time pay).

Except as provided in the next paragraph, vacation shall be taken at times to be agreed upon by the employee and the Company. In case of conflict of time of vacation between employees, preference shall be given to senior employees in the specific classification group, according to their accumulated service.

The Company shall prepare two (2) vacation charts for each occupational group. The first such chart shall be for the period of January 1 through March 31, and the posting shall be made by November 1 of the prior year, with requests for this period being submitted between November 1 and December 15. The second such chart shall be for the period of April 1 through December 31, and the posting shall be made by February 1. Requests for this period shall be submitted between January 1 and April 1 of the year of entitlement. In either case, employees shall exercise their choice of time of vacation by order of accumulated service in their respective classifications. On or after each respective request period listed above, at the employees' request, all denied vacation requests will be held until the end of the calendar year. These vacation requests shall be honored by seniority for the request periods mentioned above. Vacation time not already optioned during the request periods shall be available to employees without regard to service. On September 15, or as near to as practicable, of each year the Company will notify those employees who have not exercised their choice of vacation time. Employees so notified who do not schedule their vacation by October 1 of any year may have their vacation scheduled by the Company.

To maintain eligibility for vacation pay an employee must have worked, including absence due to sickness, injury, or leave of absence with pay, ten (10) months of the twelve (12) months in a calendar year, provided, that any employee who returns from leave of absence without pay or who leaves his employment to enter the Military Service and returns directly to

his employment in his same service year or in any subsequent service year less than three (3) months prior to his anniversary date will be eligible for vacation in proportion to that part of his then current service year actually worked after his return; and provided further, that in the case of any employee who returns directly to his employment from Military Service in a calendar year other than that in which he left and prior to October 1 of that year, the time during that calendar year spent in the Military Service shall be considered as having been worked.

Section 2. To become eligible for vacation with pay, employees must complete one (1) full year of continuous employment after their last employment date. This date shall be known as their service anniversary date. Eligible employees shall normally take their vacations in the period between the service anniversary date and the beginning of the next calendar year, but at the discretion of the Company, may be allowed to take said vacation at any time during the calendar year. However, if the first year anniversary date falls within the last week of the calendar year, the employee may be permitted to take his vacation during the month of December.

Section 3. a. Employees with less than seven (7) years' but more than one (1) year accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in the paragraph e. following), for a period of not more than four (4) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than eight (8) months as aforesaid, his vacation shall be prorated on the basis of one-half (1/2) day vacation (four (4) hours) for each month of work for those entitled to a one (1) week vacation, and one (1) day vacation (eight (8) hours) for each month of work for those entitled to a two (2) week vacation.

b. Employees with seven (7) years' but less than fourteen (14) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than eight (8) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than four (4) months as aforesaid, his vacation allowance shall be prorated on the basis of two and one-half (2 1/2) days' vacation (twenty (20) hours) for each month of work.

c. Employees with fourteen (14) years', but less than twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of four and one-half (4 1/2) days' vacation (thirty-six (36) hours) for each month of work.

d. Employees with twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of seven (7) days' vacation (fifty-six (56) hours) for each month of work.

e. Time not worked by an employee and for which he received temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease shall not be deducted in the calculation referred to above.

f. In the event that an employee is absent due to non-industrial illness or injury prior to his scheduled vacation time, he will be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation if there is sufficient time remaining in the calendar year.

g. Once started, vacations will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his vacation spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.

Section 4. Employees who waive their vacations, shall in lieu of vacation, be paid forty (40) hours' straight-time pay for a one (1) week vacation, eighty (80) hours' straight-time pay for a two (2) weeks' vacation, one hundred twenty (120) hours' straight-time pay for a three (3) weeks' vacation, one hundred sixty (160) hours' straight-time pay for a four (4) weeks' vacation, and two hundred (200) hours' straight-time pay for a five (5) weeks' vacation, in addition to compensation at regular rates for work performed during the vacation period so waived. Only in the event of emergencies will an employee be requested or permitted to waive his vacation, and the Company's determination of an emergency shall be final; except that when the retirement date under the Pension Plan of an employee follows his service anniversary date in the same calendar year, he may waive the service anniversary vacation to which he may be entitled.

If an employee is receiving temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease at the time of his scheduled vacation, he may either postpone his scheduled vacation, provided it is taken before the close of the calendar year, or he may receive vacation pay in lieu of the vacation to which he would have normally been entitled had he been working.

Section 5. Should a holiday, as specified in this Agreement, fall on an employee's regular scheduled workday during the vacation period, the Company will pay said employee eight (8) hours' straight-time pay or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.

Section 6. An employee who has once qualified for vacation and shall thereafter terminate his employment, shall be given his accrued vacation allowance in accordance with the above provisions, based on lapsed time between January 1 and the date of termination, prorated on the basis of one-half (1/2) day (four (4) hours) for each month worked since January 1, not exceeding five (5) days (forty (40) hours) for those entitled to a one (1) week's vacation; one (1) day (eight (8) hours) for each month worked since January 1, but not exceeding ten (10) days (eighty (80) hours) for those entitled to two (2) weeks' vacation; one and one-half (1 1/2) days (twelve (12) hours) for each month worked since January 1, but not exceeding fifteen (15) days (one hundred twenty (120) hours) for those entitled to three (3) weeks' vacation; two (2) days (sixteen (16) hours) for each month worked since January 1, but not exceeding twenty (20) days

(one hundred sixty (160) hours) for those entitled to four (4) weeks' vacation; two and one-half (2 1/2) days (twenty (20) hours) for each month worked since January 1, but not exceeding twenty-five (25) days (two hundred (200) hours) for those entitled to five (5) weeks' vacation.

Section 7. A week of vacation shall consist of seven (7) consecutive days for which the employee shall be paid his standard weekly wage, based upon forty (40) hours. Such vacation shall begin upon release from the regular scheduled hours of work and end when the employee is scheduled to return to his regular scheduled hours of work.

As an exception to the above paragraph an employee entitled to five (5) days or less of vacation may, with the permission of the Company, take the entire vacation in single, whole day increments and an employee entitled to two (2) or more weeks of vacation in a calendar year may take, with the permission of the Company, five (5) days of that vacation in single, whole day increments and an employee entitled to three (3) or more weeks of vacation in a calendar year may take, with permission of the company ten (10) days of that vacation in single, whole day increments and an employee entitled to five (5) or more weeks of vacation in a calendar year may take, with permission of the Company, fifteen (15) days of that vacation in single, whole day increments. An employee who previously has scheduled a full week's vacation will be given preference over any employee who requests less than a full week's vacation, regardless of seniority. Requests for single vacation days must be received at least seven (7) days prior to the vacation date requested; if the request is received in less than such seven (7) days it may be granted by the mutual consent of the employee and the Company. The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a single day increment on a workday preceding or following another vacation or holiday. The Company may fill any vacancy created by a single day vacation by upgrading. The employee will not be eligible for overtime during the twenty-four (24) hour period of his vacation day.

Section 8. If an employee is on a temporary assignment, carrying a higher basic rate than his regular rate he will receive the higher rate during such scheduled vacation hours provided he is on the temporary assignment for thirty (30) consecutive calendar days immediately prior to his vacation.

Section 9. After an employee has used one (1) week with pay (forty (40) hours' straight-time pay) of vacation entitlement, any unused vacation in eight (8) hour increments may be accumulated or banked for future use. As the sole exception to the foregoing, an employee entitled to only five (5) days or less of vacation in a calendar year may bank their unused vacation for future use without first using any. The employee desiring to bank his vacation must notify the Company in writing prior to December 31 in any given year. The total amount to be accumulated is limited to one thousand (1,000) hours. The accumulated or banked vacation is to be taken as time off at the employee's pay rate at the time it is taken. The time off accumulated in the employee's vacation banking account may be taken prior to retirement and subject to the terms and conditions of this Agreement as if the accumulated vacation is a part of the employee's granted vacation allowance for a given year. Banked vacation will be paid at the employee's current straight-time pay rate if the employment relationship is terminated prior to retirement, an employee is laid off or an employee elects to be paid at the beginning of a granted leave of absence. Otherwise, banked vacation not used prior to retirement may be cashed out at retirement.

Section 10. A complete first quarter schedule for each department will be posted before the vacation selection period stated in Section 1. The balance of the year schedule will be posted before the selection period as stated in Section 1. The schedule itself shall remain subject to change, however, per all other relative provisions of this Agreement.

ARTICLE XI

Holidays

Section 1. Effective January 1, 2005, the Company observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day; day after Thanksgiving and Christmas Day. In addition, December 24 and December 31 will be considered holidays when such dates occur on Monday through Thursday; when such dates occur on Friday, Saturday or Sunday, employees will be granted two (2) additional Paid Absence Days to be taken in accordance with Section 3 of this Article.

Holidays which are fixed calendar dates and which fall on Sundays are observed on Sundays for a shift worker whose normal schedule would require him to work on a Sunday. For all other employees, the holidays will be observed on the Monday following. When such holidays fall on Saturday, they are observed on Saturday, except that when a holiday falls on or is celebrated on Saturday which is not an employee's scheduled workday, he will receive one (1) day of pay in lieu thereof, or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.

The term "holiday" as used herein shall include the nine (9) days referred to above, or any days, except Saturday, observed in lieu thereof, but does not include a "day off" as provided above.

Section 2. If an employee's scheduled day off falls on a Company observed holiday and he does not work, or if an employee's normal work schedule includes work on a holiday but he is not required to work because the day is observed as a holiday, the employee shall receive eight (8) hours of pay at his straight-time hourly rate provided the employee meets the qualification hereinafter.

If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday during any part or all of the period which, except for the day being a holiday, comprises his normal scheduled work hours he shall be paid his holiday pay and in addition shall be paid at the rate of one and one-half (1½) times his straight-time hourly rate for the hours actually worked.

If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday but during hours other than in the period which would except for the holiday have been his normal scheduled hours of work, he shall be paid his holiday pay and in addition be paid at twice his straight-time hourly rate for all such hours actually worked, or "callout" pay in accordance with Article IX, Section 4, whichever is the greater.

If an employee works on a holiday which is his scheduled day off he shall be paid his holiday pay and in addition shall be paid at two (2) times his straight-time hourly rate for all such hours worked, or "callout" pay in accordance with Article IX, Section 4, whichever is the greater.

If an employee is absent for any reason on his scheduled day or shift immediately before and after a holiday, he will not be paid for time not worked on the holiday.

In no case shall any employee be entitled to more than eight (8) hours' holiday pay with respect to any single holiday.

Section 3. Paid Absence Days. To each full-time regular employee on the payroll January 1 of each year the Company will grant three (3) Paid Absence Days (five (5) in the years December 24 and December 31 fall on Friday, Saturday or Sunday) per calendar year. Paid Absence Days shall be taken at times agreed upon by both the employee and the Company and may be taken in four (4) hour or eight (8) hour increments. Such days, or increments thereof, must be taken by December 15 (unless notification is given prior to December 1) of each year and may not be taken with less than one (1) week's notice except by mutual consent of the employee and his supervisor. If such days are not used during the calendar year, they shall be lost and no additional compensation shall be paid in lieu thereof.

Beginning February 16, 2001, employees hired during the first half of the year (January 2 through June 30) will receive two (2) paid absence days in their first calendar year. Employees hired during the second half of the year (July 1 through November 30) will receive one (1) paid absence day in their first calendar year. If, during the first calendar year, December 24 and December 31 occur on Friday, Saturday, or Sunday, the employee will be granted one additional paid absence day in lieu of the observed holidays.

In the event the number of employees who apply for a specific day are more than can be accommodated, the number that can be accommodated will be granted the day off in order of their application for the Paid Absence Day. A Paid Absence Day may be taken on a scheduled holiday with no in-lieu-of provisions.

Section 4. In regard to upgrade pay for holidays and Paid Absence Days, when employees use their Paid Absence Days or are released from their scheduled work on a holiday, they will be paid the rate they would have received as if they had worked.

ARTICLE XII

Sickness and Injury Benefits

Benefits shall be available to all full-time regular employees in the bargaining unit who are absent from work because of illness or injury in accordance with the following terms and conditions:

Section 1. A regular employee who is actively at work on the date July 1, 1999 will be covered by the Short-Term Disability Plan described in Section 2 below, and the Long-Term

Disability Plan (which is part of the Flexible Benefits Plan) without a pre-existing conditions exclusion. A regular employee not actively at work due to illness or injury on the above date, must return to work for thirty (30) consecutive calendar days in order to be covered by the Short-Term Disability Plan described in Section 2 below, and the Long-Term Disability Plan. However, such employee will be subject to a pre-existing conditions exclusion for long-term disability coverage. Any regular employee who is absent from work due to illness or injury on the above date and who is unable to return to work for thirty (30) consecutive calendar days, or who subsequently becomes disabled and is ineligible for long-term disability coverage due to a pre-existing conditions exclusion, will be eligible for benefits in accordance with Article XII of the 1996-1999 labor agreement between the Company and the Union, which, for purposes of this provision only is incorporated herein by reference. Future regular employees employed after the date the long-term disability becomes effective will be covered by the Short-Term Disability Plan described in Section 2 below and, effective the first of the month following employment, the Long-Term Disability Plan. However, such employee will be subject to a pre-existing conditions exclusion for long-term disability coverage.

Section 2. Short-Term Disability. A regular employee who is absent from work because of illness or injury (excluding any injury for which he receives Workers' Compensation from the Company under the laws of the Commonwealth of Pennsylvania and excluding any injury suffered by an employee while in the course of gainful employment for some employer other than the Company) shall be paid at his or her normal straight-time rate as provided by the following table of years of accumulated service and corresponding waiting days based on sick absences in the previous calendar payroll year and maximum number of working days allowable during the calendar payroll year:
In determining waiting days, the following shall apply:

WAITING DAYS BASED ON ABSENCES IN PREVIOUS PAYROLL YEAR								SICK DAYS PAYROLL YEAR	
OCCURRENCES → ACCUMULATED SERVICE ↓	6	5	4	3	2	1	0		
								FULL	HALF
6 Mos. - 1 Yr.	3 DAYS FOR ALL ABSENCES							10	10
1 Yr. - 2 Yrs.	5	5	4	3	2	2	0	20	20
2 Yrs. - 3 Yrs.	5	5	4	3	2	1	0	25	50
3 Yrs. - 4 Yrs.	5	5	4	3	2	1	0	30	60
4 Yrs. - 5 Yrs.	5	4	3	2	1	1	0	35	70
5 Yrs. - 6 Yrs.	5	4	3	2	1	1	0	50	100
6 Yrs. - 7 Yrs.	4	4	3	2	1	1	0	60	120
7 Yrs. - 8 Yrs.	4	4	3	1	1	0	0	70	140

8 Yrs. - 9 Yrs.	4	3	3	1	1	0	0	90	130
9 Yrs. - 10 Yrs.	3	3	2	1	1	0	0	100	130
10 Yrs. - 15 Yrs.	2	2	1	1	0	0	0	130	130
15 Yrs. - 20 Yrs.	2	2	1	0	0	0	0	145	115
20 Yrs. or More	2	1	1	0	0	0	0	160	100

In any payroll year in which an employee has a fifth sick absence, he shall have four (4) waiting days for that absence. For all subsequent absences in excess of five (5), he shall have a five (5) day waiting period. Should an employee have zero (0) sick absences in a payroll year, he will have zero (0) waiting days in the following payroll year. As an exception to the above, an employee who is otherwise eligible to receive benefits under this Section and who is confined as an inpatient in a hospital on the first day of such absence will be paid benefits beginning the first day of such absence.

After August 16, 1982 an employee who completes his first year of employment during a payroll year will, for the remainder of that payroll year, have zero (0) waiting days or that number as calculated by using the table above based upon the record he established during his first year of employment as if it were the payroll year.

Benefits payable to employees age 65 and older under this section will be reduced by the amount of primary Social Security benefits that the individual is entitled to receive.

An employee who is confined as an in-patient in the hospital on the first day of absence will be paid benefits beginning the first day of such absence.

"Payroll year" means the dates as established each year by the Company's payroll department.

However, if an employee's absence due to illness or injury extends into the next calendar payroll year, the employee will continue to receive sick pay based upon his or her entitlement from the previous calendar payroll year. That is, the number of sick days remaining in the next calendar payroll year will be equal to the employee's sick pay entitlement from the previous calendar payroll year less the number of sick days paid to the employee in the previous calendar payroll year. If an employee returns to full duty- work for thirty (30) or more calendar days and is again absent from work due to illness or injury, the employee will reestablish his sick pay schedule based on his accumulated service in the next calendar payroll year. However, if an employee returns to work for less than thirty (30) calendar days, and is again absent from work due to illness or injury, the employee will continue with the remaining sick pay entitlement from the previous calendar payroll year.

If, in the opinion of the Company physician, the employee becomes incapacitated during the period of short-term disability and cannot perform the regular duties of his job, he will be assigned, if otherwise qualified, to an opening within the bargaining unit in accordance with Article XV, Incapacitated Employees.

Any employee who completes a payroll year without an absence due to illness or injury, or who has one or more absences due to illness or injury in a payroll year but who receives fewer days of sick pay than the number of days for the service year as provided in the following table of service years and corresponding sick benefit days which may be accumulated, shall accumulate such days to the extent they are not used and use such accumulated days during a subsequent absence due to illness or injury after he exhausts his entitlement of full days. Such accumulated days shall be used, one-half (1/2) day at a time, to the extent necessary to convert each day of entitlement at less than full pay to a day at full pay.

Should the employee's entitlement be exhausted before such accumulated days are used, the remaining days accumulated shall be paid as full days to the extent of such accumulation remaining.

Accumulated Full Years of Service at the <u>End of the Payroll Year</u>	Sick Benefit Days Which May Be <u>Accumulated</u>
1	1
2	2
3	2
4	3
5	3
6	4
7	4
8	4
9	4
10	5
11	5
12	5
13	6
14	6
15	6
16	7
and subsequent service years	7

In no case will such accumulated days extend a disabled employee's short-term disability benefits allowable during the calendar payroll year beyond twelve (12) months (260 full sick days paid).

Section 3. Long-Term Disability. The Company shall provide a long-term disability plan as part of its Flexible Benefits Plan described in Appendix B. A regular employee in the bargaining unit who is absent from work because of illness or injury for twelve (12) months, as described in Section 1, Short-Term Disability, above, may apply for long-term disability benefits. Group health and group life benefits will be extended in accordance with the plans described in Appendix B, and pension disability benefits may be extended in accordance with the provisions of the Pension Plan described in Article XVIII, Section 1.

For the first twelve (12) months of long-term disability, the employee will retain the right to be reemployed during this period to his previous job if in the opinion of the Company physician the employee has recovered sufficiently to perform the duties of this job, or any other open bargaining unit job in accordance with Article XV, Incapacitated Employees.

If at the end of the first twelve (12) months of long-term disability the employee has not recovered sufficiently to be reinstated to his previous job, or to be placed in any other open bargaining unit job in accordance with Article XIII, Incapacitated Employees, his right to have his employment reinstated shall terminate.

Section 4. Industrial Injury. An employee absent from work due to an injury received in the course of, and arising out of, his employment with the Company and for which injury he is receiving or will receive weekly benefits (with the possible exception of the first week after the injury is received) under the Workers' Compensation law of the Commonwealth of Pennsylvania, shall be paid one-half (1/2) the difference between the amount received or to be received under the Workers' Compensation law of Pennsylvania and his regular straight-time pay for the first fifty-two (52) weeks of such absence or absences. If the first fifty-two (52) weeks has been exhausted or used up, he shall for the next fifty-two (52) weeks of such absence, be paid at the rate of twenty-five percent (25%) of the difference between such Workers' Compensation and his regular straight-time rate. Should he continue to be absent he shall not be entitled to further benefits under this Section until he has returned to work.

Benefits will not be paid hereunder unless an employee is admitted to a hospital or ordered by his doctor not to work on such day. The employee shall furnish written confirmation of his doctor's order and the Company may require the employee to be examined by its doctor to determine the validity of the employee's absence, which determination shall be conclusive.

Section 5. Benefits under Section 2, 3 and 4 above shall be independent of each other and shall not be charged against the allowance of the other.

Section 6. The date of the employee's last employment with the Company shall be his service date and the comparable date in the next and succeeding years shall be his service anniversary dates. To become eligible for sickness or injury benefits during the first year of employment or re-employment with the Company an employee shall have completed six (6) months of continuous employment. To become eligible for sickness or injury benefits during any year following the first year of employment or re-employment an employee must have worked, including absence due to sickness, injury or leave of absence with pay, ten (10) months of the twelve (12) months next preceding his last service anniversary date, provided that this requirement for eligibility shall not be applicable to any employee returning to his employment with the Company from Military Service, layoff or leave of absence without pay during his service year in which such return occurred or his next succeeding service year.

Section 7. "Regularly scheduled hours" as that term is used herein shall be equivalent to five (5) working days of eight (8) hours each; i.e., forty (40) hours per week, at straight time.

Section 8. No benefits hereunder shall accumulate from one (1) service year to another.

Section 9. There shall be no change in the normal straight-time rate of any employee during the time that he is absent because of sickness or injury. Such change, if any, shall occur only after he has returned to his regular work.

Section 10. Benefits will not be paid unless the cause of absence is reported to the Company as provided in Article XIII. Section 5, and no employee shall be entitled to any benefits until he has presented reasonable evidence of his inability to work due to sickness or injury.

Section 11. Benefits will not be paid unless the employee adopts such remedial measures as may be commensurate with his or her condition and permits such reasonable examinations and inquiries by the Company's representative as in the judgment of the Company may be necessary to ascertain the employee's condition.

Section 12. Benefits will not be paid for any sickness or injury attributable to the use of drugs, intoxication, willful conduct, or for any injury sustained by an employee in commission of a crime or violation of law.

Section 13. All privileges and benefits available under this Section may at any time be withdrawn by the Company in any case where they have been abused.

ARTICLE XIII

Working Conditions

Section 1. Reasonable space shall be provided for a bulletin board in all departments for the use of the Union for posting bulletins and notices stating the time, place and dates of Union meetings or events.

Section 2. The Company will furnish all such proper and required tools as are necessary to do the work.

The Company will provide suitable space for the storing of the tools and equipment furnished to employees. When tools and equipment are furnished to an employee, he shall be held responsible for their return in good condition, (except for ordinary wear and tear, or he cannot return them due to conditions beyond his control).

Section 3. In any twenty-four (24) hour period in which there has been no rest period of at least eight (8) consecutive hours, an employee who has worked sixteen (16) or more hours shall receive, in addition to compensation at his regular straight-time rate of pay, an overtime premium equal to his regular straight-time hourly rate for such hours worked in excess of sixteen (16); and he shall be entitled, when released from such work, to a rest period of eight (8) hours without pay before returning to work.

If the rest period provided above extends into his next regular scheduled hours he shall be excused from duty for that portion of his scheduled hours which is covered by the rest period without loss of pay. However, if such rest period extends into his next regular scheduled hours

for five (5) or more hours he shall also be excused without loss of pay for the balance of that scheduled work period.

No employee shall, as a result of this Section, receive more than double time for hours worked or more than straight time for hours not worked.

Section 4. Upon written request of any employee and approved by the Company, a leave of absence for personal reasons may be granted by the Company for a period not to exceed ninety (90) days in any calendar year. Operational requirements and whether or not the employee can be spared from duty shall be the governing factors in considering leaves of absence for personal reasons.

Any member of the Union selected as a delegate for specific activities for or on behalf of the American Federation of Labor - Congress of Industrial Organizations or its affiliates, necessitating a leave of absence by such member, shall be granted a leave of absence not exceeding one (1) year without pay, any extension, renewal, or cancellation thereof being optional with the Company, with the privilege of returning to work in accordance with the provisions for medical checkup, as stated in Article VII, Section 5, at his former status with all rights and privileges.

When a member of the Union has been selected for office in the Local Union, requiring his absence from duty, he shall be granted a leave of absence without pay, during which period he shall continue to accumulate seniority and upon the termination of such leave be reinstated to his former position with all rights and privileges.

All such leaves of absence shall be issued in writing and state the conditions thereof. A copy of such leaves of absence shall be kept on file by the Company and a copy furnished to the employee and the Union.

Except as provided above, no other employment shall be accepted by the employee during a leave of absence. Engagement in such employment shall result in termination of the employee.

Section 5. Employees who are unable to report for work for any reason should give their reporting headquarters, supervisor or foreman as much notice as possible but no less than one (1) hour prior to starting time, excepting that employees in Operations shall notify their reporting headquarters, supervisor or foreman no less than two (2) hours prior to starting time. In order to facilitate the required scheduling made necessary by absences, returning employees shall notify their reporting headquarters, supervisor or foreman no less than two (2) hours prior to their scheduled starting time.

Section 6. Jury Duty. Any employee who may be called for jury service or subpoenaed to appear locally as a witness in Court, or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty and paid at his regular straight-time hourly rate for the time he serves in that capacity during his regularly scheduled working time. The employee so serving as a juror or appearing as a witness will spend as much time on his regular job as he possibly can. Should the employee be required to be present in Court in a case where he is a party litigant, no compensation will be allowed.

Section 7. Funeral Leave. To attend the funeral of and/or to take care of the affairs of a deceased member of the employee's immediate family living in his home, or if the deceased was the employee's father, mother, legal guardian, father-in-law, mother-in-law, brother, sister, or child, paid time off for up to three (3) scheduled working days may be granted.

Paid time off for one scheduled working day may be granted to an employee in order to attend the funeral of the employee's grandparent, grandchild, daughter-in-law, or son-in-law who was not living in the employee's home.

Any employee will be paid at his regular rate of pay for days during funeral leave on which he normally would have worked.

Where the employee does not attend the funeral service and/or take care of the affairs of the deceased, the employee shall not be given time off under the above provisions.

Section 8. Meal Allowance.

a. If an employee is not given at least a sixteen (16) hour notice when called out to work for two (2) or more hours outside his regular schedule or when an employee is retained for overtime for two (2) or more hours after his regular schedule, he will be granted a meal allowance of \$14.00 and will be granted one-half (½) hour with pay to eat his meal at the end of the first two (2) hour period and each five (5) hour period he continues to work thereafter. However, an employee will not be granted paid time to consume a meal if entitlement occurs within two (2) hours at the end of a work period; however, he will continue to work until released. All meal allowances paid under this section will be included in the employee's next paycheck and not paid in cash.

b. When a scheduled employee (non-shift) is entitled to a third meal during any one period worked under paragraph a., such employee will be permitted to leave the plant for a forty-five (45)-minute meal period with pay. An employee will not be paid for time spent eating a meal outside the plant after he is released from work.

c. Shift employees will be permitted to eat their meals at the time designated in paragraph a., and shall not be allowed additional time therefor at Company's expense. When a shift employee is entitled to a third meal during any one period worked under paragraph a., at the employee's request, the Company will arrange to bring in a meal from outside the plant, to be paid for by the employee.

d. Meal and beverage service will be provided in the plant through vending machines.

e. Except as provided in paragraph a., above, nothing herein shall be construed to require the Company to grant a meal allowance or paid meal time during regular working hours on scheduled workdays.

Section 9. When an employee is discharged, an officer of the Local Union or his designated representative shall be notified immediately.

Section 10. Supervisors shall not perform work normally performed by the bargaining unit except in emergencies, to train employees, for the protection or preservation of lives or property, or to check or test equipment or the quantity or quality of work.

Section 11. Union representatives shall be permitted to have reasonable time off without pay to attend to Union business. Any such representative will be required to give not less than twenty-four (24) hours' notice, if possible, to his immediate foreman or supervisor. Time off shall be in units of full workdays.

ARTICLE XIV

Shift Differentials

Shift differentials will be paid only to full-time employees for work actually performed on shift schedules (as defined in Section 1 of Article IX) and shall be paid in the following amounts:

a. For hours worked on the "Afternoon Shift" one dollar and thirty cents (\$1.30) per hour effective date of ratification, and one dollar and thirty-five cents (\$1.35) per hour effective February 16, 2010, and one dollar and forty cents (\$1.40) per hour effective February 16, 2011 and one dollar and forty-five cents (\$1.45) per hour effective February 16, 2012, provided, however, that when under the provisions of this Agreement an employee is entitled to receive his regular straight-time rate of pay for time not actually worked but devoted to grievance procedure, vacation, holidays, and other occasions not actually worked, shift differentials shall not be considered as a part of his regular straight-time rate of pay.

b. For hours worked on the "Night Shift" -one dollar and thirty-five cents (\$1.35) per hour effective date of ratification, and one dollar and forty cents (\$1.40) per hour effective February 16, 2010, and one dollar and forty-five cents (\$1.45) per hour effective February 16, 2011 and one dollar and fifty cents (\$1.50) per hour effective February 16, 2012.

ARTICLE XV

Incapacitated Employees

Section 1. a. Any employee who, because of an injury suffered in the course of and arising out of his employment with the Company, cannot in the opinion of the Company physician perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. In the event that such placement involves a demotion, such employee will not have his rate reduced but shall not receive any general wage increase unless and until his rate is equal to the maximum rate for the job classification in which he is placed. If such employee has completed twenty (20) or more years of service he may elect to receive benefits under the second paragraph of this Section in lieu of benefits under this paragraph.

b. Further, any employee who has completed twenty (20) or more years of service and who, at that time, in the opinion of the Company's physician has become incapacitated during the term of his employment and who cannot perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. He shall receive the maximum rate of pay for the job classification in which he is placed, plus a percentage of the difference between his former rate of pay and such maximum for the new job. Such percentage will be twenty-five percent (25%) for twenty (20) years of service and increased by five percent (5%) for each additional year of service but not to exceed, in total, ninety percent (90%) of such difference and provided further that he shall receive one-half ($\frac{1}{2}$) of any general wage increase, but no such employee shall receive less than the appropriate rate for the job he is then performing.

Section 2. When an employee who has been off due to industrial injury has been released by his physician for light duty, and the Company has offered such employee light duty, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of this initial period, he shall be reviewed, and this process shall be continued with a review at the expiration of each two (2) week period. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. Conversely, if, at the expiration of ninety (90) but no later than one hundred fifty (150) calendar days from his return to light duty he is unable to resume his regular duties, he shall be treated as incapacitated in accordance with this Article.

Section 3. The monthly rate of pay plus amounts, if any, paid for Workmen's Compensation, shall not in the aggregate exceed the rate of pay which he was receiving for the job from which he was transferred, except that he shall not be paid less than the appropriate rate for the job to which he is transferred.

Section 4. Article VI of this Contract entitled "Seniority" shall not be applicable when complying with the terms of this Section, and if transferred to a job in the bargaining unit such employee's seniority in the job classification in which he is placed shall be that which he had in the job classification from which he was transferred.

Any employee displaced by an employee assigned to a job pursuant to the first or second paragraphs of this Article shall be treated as though he had been displaced under Article VII, Section 1.

ARTICLE XVI

Safety

Section 1. In the interest of safety, continuity of service, and efficient orderly operation, the Union agrees that its members will abide by the Company rules and regulations. Accordingly, it is understood by both the Union and Company that all rules and regulations now in effect or as adopted or changed in the future, shall be strictly enforced and observed at all times. However, no rule or regulation shall be adopted which is contrary to the law or to the terms of this Agreement, except at a legally enforceable order of an agency of the government.

Section 2. No employee shall be required to work alone on jobs which, by reason of their complexity and unusual hazard, are required by the Company safety rules to be worked only with a qualified helper. All employees are expected, required, and directed to observe, without fail, all Company safety rules and to attend safety meetings as scheduled.

Section 3. The Company and the Union agree to cooperate in maintaining safe work practices. In furtherance of this undertaking, it is agreed that the parties will comply with the rules set forth in the FirstEnergy Fossil Plant Accident Prevention Handbook.

Any claim or alleged violation of the rules contained in the Accident Prevention Handbook by either the Company or an employee represented by the Union shall be subject to the grievance procedure (Article VIII) of this agreement.

ARTICLE XVII

Wages

Section 1. During the term of this Agreement the wage rates for job classifications in the bargaining unit shall be the rates specified in Appendixes A-1 and A-2.

Section 2. If the Company makes a substantial change in the duties and responsibilities of any job classification or establishes a new job classification, the Company will submit a written description of the changed or new job to the Union and, upon request, will meet with the Union to discuss the description and negotiate regarding the proper wage rate.

ARTICLE XVIII

Benefits

Section 1. Pensions. It is agreed that the Company's retirement plan known as "FirstEnergy Corp. Pension Plan." (hereinafter the "Pension Plan") shall be applicable to employees covered by this Agreement who were hired prior to January 1, 2005. It is further agreed that such Pension Plan shall not, prior to January 1, 2011, be subject to termination, or to any amendment which would change benefits applicable at the time of such amendment to any employee in the bargaining unit, except that the continuance of the Pension Plan as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Tax purposes of the costs of the Pension Plan and the continued tax-exempt status of the income of the Trust Fund and such Pension Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Pension Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Pension Plan into conformity or compliance with applicable governmental regulations; nor shall the Pension Plan as so amended be subject to demand for change or addition-to or negotiation by the Union until sixty (60) days preceding January 1, 2011.

Any employee hired on or after January 1, 2005 shall be eligible to participate in the FirstEnergy Corp., Pension Plan as applicable to employees hired on or after January 1, 2005.

provided they meet the eligibility requirements set forth in the plan. As it pertains to an employee hired on or after January 1, 2005, the FirstEnergy Corp. Pension Plan shall remain in effect and unchanged until December 31, 2010.

Section 2. Flexible Benefit Plan and Other Benefits. Effective on the first day of the first month after the date of ratification, the Company will maintain its Flexible Benefits Plan to provide for Medical and Prescription Drug coverage (if elected by the Union as set forth below), Dental Care, Vision Care (Basic and Supplemental), Group Life Insurance (Basic and Supplemental), Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Flexible Spending Accounts, Long-Term Disability and Long Term Care, which are outlined in the FirstEnergy Employee Compensation and Benefits Handbook ("Benefits Handbook"). The Company will also have in effect a Business Accident Travel Insurance, Adoption Assistance Program, Military Leave, a Catastrophic Assistance ("CARE") Program, and the FirstEnergy Severance Benefit Plan which are outlined in the Benefits Handbook. Except as otherwise specified in this Article, participation in the Flexible Benefits Plan and other benefit programs set forth in this paragraph will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, as amended by the Company from time to time. An employee electing to participate in any of the benefit plans set forth in the Benefits Handbook shall be required to contribute the same monthly contribution required by the Company of its non-bargaining unit employees unless otherwise set forth below, which includes 100% of the cost for the dental and supplemental vision plan.

Section 3. Group Health Insurance Plan. Effective January 1, 2010, through February 15, 2013 the Company shall provide as its base plan the PPO 500 80/20 plan and the Rx 100 prescription plan as set forth in Appendix B (the "Plan"). Effective January 1, 2010, through February 15, 2013, for the base plan, each employee will pay 15% of the cost of coverage for himself and 25% of the cost of coverage for their spouse and/or dependent children. An employee shall not be responsible for payment of the monthly spousal or tobacco premium required by the Plan.

It is also agreed that if a regular employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug plan as outlined in Appendix B (the "Plan"), then the additional cost will also be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude the Company from changing the provisions or discontinuing the offering of any health care plan other than the Plan at any time during the term of this Agreement.

Effective February 16, 2008 through February 15, 2013, the Company's contribution for medical and prescription drug coverage under its Plan, for an employee who retires on or after February 16, 2008 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his eligible family members for Medicare and the cost of the Health Care Coverage according to the following tables:

Effective February 16, 2008 to February 15, 2013				
NO RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE				
Minimum Points	Single	Retiree And	Retiree And	Family

(Age + Service)		Child(ren)	Spouse			
85	C-EC-M	C-EC-1M	C-EC-2M	C-EC-2M		
75	.75C-EC-M	.75C-EC-1M	.75C-EC-2M	.75C-EC-2M		
65	.50C-EC-M	.50C-EC-1M	.50C-EC-2M	.50C-EC-2M		
AT LEAST ONE RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single Medicare Eligible	Retiree and Child(ren) 1 Med. Elig.	Retiree and Spouse 1 Med. Elig.	Retiree and Spouse 2 Med. Elig.	Family 1 Medicare Eligible	Family 2 Medicare Eligible
85	C-EC	C-EC	C-EC-1M	C-EC	C-EC-1M	C-EC
75	.75C-EC	.75C-EC	.75C-EC-1M	.75C-EC	.75C-EC-1M	.75C-EC
65	.50C-EC	.50C-EC	.50C-EC-1M	.50C-EC	.50C-EC-1M	.50C-EC

Where:

M = Amount equivalent to the Medicare Part "B" premium
 C = Cost of coverage in Comprehensive Preferred Provider Plan
 EC = Employee contribution of health care premium

Effective February 16, 2008 through February 15, 2013, the Company's health coverage for an employee who retires during the term of this Agreement shall be in accordance with the terms and conditions of the health care plan in effect for a regular full-time represented employee. If the Union does not elect coverage under the Group Health Insurance Plan (as set forth below), the Company will contribute and forward payment to the Union for each employee who retires from February 16, 2008 through February 15, 2013 (and is participating in the Union's plan) the lesser of an amount equal to the contribution it would normally make for each retiree in accordance with the table above, or the amount actually charged by the Union's provider. This contribution must be used by the Union to purchase medical and prescription drug coverage for the retiree.

The Union on behalf of its entire membership shall have the option to withdraw from or reenter the Group Health Insurance Plan portion of the Flexible Benefits Plan every year while this Agreement is in effect, provided it gives notice of its intent to do so by the preceding August 1st. If the Union elects to withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan, it shall be solely responsible for providing health care coverage to its members and their families. The Union may not withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan until January 1 of each plan year. The Union cannot withdraw or reenter the Group Health Insurance Plan midway through any plan year. The Company will contribute and forward payment to the Union's health care provider for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Plan. This contribution must be used by the Union to purchase health care for its membership. The Union must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the

terms of the Flexible Benefits Plan. Employees must notify the Union and the Company of the occurrence of a qualifying event and complete the appropriate form within thirty-one (31) days of the event.

The Company commits to meet with the Union a minimum of once a year to discuss the Plan, at the Union's request.

Section 4. Savings and Tax Deferral Plan. It is agreed that employees covered by this Agreement will continue to be eligible to participate in the Company's Savings and Tax Deferral Plan.

Section 5. Educational Assistance. It is agreed that employees covered by this Agreement will be eligible to participate in the Company's Educational Assistance program under the terms and conditions specified in the Company's Benefit Handbook.

ARTICLE XIX

Term of Agreement

This Agreement, except as otherwise specifically provided herein, shall be effective for the period beginning December 5, 2009, through February 15, 2013, and shall continue in effect thereafter from year to year unless written notice is given by either party to the other not less than sixty (60) days prior to February 16, 2013, or the anniversary of such date any year thereafter of intention to terminate this Agreement or to negotiate amendments or modifications of this Agreement

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this ____ day of _____, _____.

FOR THE UNION:
I.B.E.W., LOCAL 272

FOR THE COMPANY:
FirstEnergy Generation Corp.

By: _____
Herman Marshman
President

By: _____
James L. Cole
Industrial Relations

APPENDIX A-1
Effective December 5, 2009

<u>Job Classification</u>	<u>Salary Grade</u>
Mechanic B*	11
Maintenance Mechanic	
-Mechanic A prior to June 1, 2009	15.5
-All Others	15
Master Maintenance Mechanic	16
 Tool Repair Mechanic	 10
Electrician B*	11
Electrician	
-Electrician A prior to June 1, 2009	15.5
-All Others	15
Master Electrician	16
Plant Helper	06
 Power Plant Attendant	 11
Power Plant Operator	
-Power Plant Operator A prior to June 1, 2009	15.5
-All Others	15
 Control Room Operator	 17
 Lime Operator B*	 11
Lime Operator	15
Senior Lime Operator	16
 Yard Operator Mechanic B*	 11
Yard Operator Mechanic	
-Yard Operator Mechanic A prior to June 1, 2009	15.5
-All Others	15
Master Yard Operator Mechanic	16
Senior Yard Operator	
Mechanic – Boat Captain	16
 Instrument and Test Mechanic B*	 11
Instrument and Test Mechanic	
-I&T A prior to June 1, 2009	15.5
-All Others	15
Master Instrument and Test	16
 Laboratory Analyst	 09

Stock Tender 07
 Senior Stock Tender 11

*Job Classifications that may be staffed by incumbent employees as of June 1, 2009 per the terms of subparagraph (h) above. Otherwise, these classifications will no longer be staffed, bid, posted, hired into or otherwise utilized. These classifications will be eliminated once all incumbents have left the classification, for whatever reason.

Appendix A-2 Effective December 5, 2009

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic					
Mechanic A prior to June 1, 2009	15.5			27.697	28.716
All Others	15	24.606	25.855	26.595	27.592
Master Maintenance Mechanic	16		28.129	28.799	29.360
Tool Repair Mechanic	10	22.083	22.789	23.592	24.329
Electrician					
Electrician A prior to June 1, 2009	15.5			27.697	28.716
All Others	15	24.606	25.855	26.595	27.592
Master Electrician	16		28.129	28.799	29.360
Plant Helper	6		20.013	20.585	21.254
Power Plant Attendant	11		23.613	24.365	25.168
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			27.697	28.716
All Others	15	24.606	25.855	26.595	27.592
Control Room Operator	17	28.469	29.159	29.901	30.514
Lime Operator	15	24.606	25.855	26.595	27.592
Senior Lime Operator	16		28.129	28.799	29.360
Yard Operator Mechanic					
Yard Opr Mech A prior to June 1, 2009	15.5			27.697	28.716
All Others	15	24.606	25.855	26.595	27.592
Master Yard Operator Mechanic	16		28.129	28.799	29.360
Senior Yard Operator Mechanic-Boat Captain	16		28.129	28.799	29.360
Instrument and Test Mechanic					
I&T A prior to June 1, 2009	15.5			27.697	28.716
All Others	15	24.606	25.855	26.595	27.592
Master Instrument and Test	16		28.129	28.799	29.360
Laboratory Analyst	9	21.424	22.114	22.835	23.582
Senior Stock Tender	11		23.613	24.365	25.168

Appendix A-3
Effective February 16, 2010

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic				28.389	29.434
Mechanic A prior to June 1, 2009	15.5				
All Others	15	25.221	26.501	27.260	28.282
Master Maintenance Mechanic	16		28.833	29.519	30.094
Tool Repair Mechanic	10	22.635	23.358	24.182	24.937
Electrician				28.389	29.434
Electrician A prior to June 1, 2009	15.5				
All Others	15	25.221	26.501	27.260	28.282
Master Electrician	16		28.833	29.519	30.094
Plant Helper	6		20.513	21.099	21.785
Power Plant Attendant	11		24.203	24.974	25.797
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			28.389	29.434
All Others	15	25.221	26.501	27.260	28.282
Control Room Operator	17	29.181	29.888	30.648	31.277
Lime Operator	15	25.221	26.501	27.260	28.282
Senior Lime Operator	16		28.833	29.519	30.094
Yard Operator Mechanic				28.389	29.434
Yard Opr Mech A prior to June 1, 2009	15.5				
All Others	15	25.221	26.501	27.260	28.282
Master Yard Operator Mechanic	16		28.833	29.519	30.094
Senior Yard Operator Mechanic-Boat Captain	16		28.833	29.519	30.094
Instrument and Test Mechanic				28.389	29.434
I&T A prior to June 1, 2009	15.5				
All Others	15	25.221	26.501	27.260	28.282
Master Instrument and Test	16		28.833	29.519	30.094
Laboratory Analyst	9	21.960	22.667	23.406	24.171
Senior Stock Tender	11		24.203	24.974	25.797

Appendix A-4 Effective February 16, 2011

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic					
Mechanic A prior to June 1, 2009	15.5			29.099	30.170
All Others	15	25.852	27.164	27.941	28.989
Master Maintenance Mechanic	16		29.553	30.257	30.847
Tool Repair Mechanic	10	23.201	23.942	24.787	25.560
 Electrician					
Electrician A prior to June 1, 2009	15.5			29.099	30.170
All Others	15	25.852	27.164	27.941	28.989
Master Electrician	16		29.553	30.257	30.847
Plant Helper	6		21.026	21.627	22.330
 Power Plant Attendant	11		24.808	25.598	26.442
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			29.099	30.170
All Others	15	25.852	27.164	27.941	28.989
Control Room Operator	17	29.910	30.635	31.415	32.059
Lime Operator	15	25.852	27.164	27.941	28.989
Senior Lime Operator	16		29.553	30.257	30.847
 Yard Operator Mechanic					
Yard Opr Mech A prior to June 1, 2009	15.5			29.099	30.170
All Others	15	25.852	27.164	27.941	28.989
Master Yard Operator Mechanic	16		29.553	30.257	30.847
Senior Yard Operator Mechanic-Boat Captain	16		29.553	30.257	30.847
 Instrument and Test Mechanic					
I&T A prior to June 1, 2009	15.5			29.099	30.170
All Others	15	25.852	27.164	27.941	28.989
Master Instrument and Test	16		29.553	30.257	30.847
 Laboratory Analyst	9	22.509	23.234	23.991	24.776
 Senior Stock Tender	11		24.808	25.598	26.442

Appendix A-5 Effective February 16, 2012

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic				29.826	30.924
Mechanic A prior to June 1, 2009	15.5				
All Others	15	26.498	27.843	28.640	29.713
Master Maintenance Mechanic	16		30.292	31.013	31.618
Tool Repair Mechanic	10	23.781	24.541	25.406	26.199
Electrician				29.826	30.924
Electrician A prior to June 1, 2009	15.5				
All Others	15	26.498	27.843	28.640	29.713
Master Electrician	16		30.292	31.013	31.618
Plant Helper	6		21.552	22.167	22.888
Power Plant Attendant	11		25.428	26.238	27.103
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			29.826	30.924
All Others	15	26.498	27.843	28.640	29.713
Control Room Operator	17	30.658	31.401	32.200	32.860
Lime Operator	15	26.498	27.843	28.640	29.713
Senior Lime Operator	16		30.292	31.013	31.618
Yard Operator Mechanic				29.826	30.924
Yard Opr Mech A prior to June 1, 2009	15.5				
All Others	15	26.498	27.843	28.640	29.713
Master Yard Operator Mechanic	16		30.292	31.013	31.618
Senior Yard Operator Mechanic-Boat Captain	16		30.292	31.013	31.618
Instrument and Test Mechanic				29.826	30.924
I&T A prior to June 1, 2009	15.5				
All Others	15	26.498	27.843	28.640	29.713
Master Instrument and Test	16		30.292	31.013	31.618
Laboratory Analyst	9	23.071	23.814	24.591	25.395
Senior Stock Tender	11		25.428	26.238	27.103

APPENDIX B

FirstEnergy
Flexible Benefits PlanGeneral Descriptive Summary

Beginning on the first day of the first month after the date of ratification, the Company will provide employees who are members of I.B.E.W. Local Union No. 272 with its Flexible Benefits Plan, the provisions of which are described below:

The Flexible Benefits Plan will consist of the following options:

Preferred Provider Plan PPO 500 80/20

	In-Network	Out-of-Network
Deductible	\$500/\$1000	\$1,500/\$3000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$3,500/\$6,500	\$6,500/\$12,500
Office Visit	Subject to deductible And coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Lifetime Maximum	\$2,500,000	

Prescription Drug Plan /Rx 100

Retail	\$100 individual/\$200 family max. deductible 70% coinsurance; \$5/\$15/\$30 min. ¹ , \$100 max. 30-day supply with one refill Generic Drug Rule Applies
Mail Order	80% coinsurance \$12.50/\$37.50/\$75 min. ¹ , \$200 max. 90-day supply with three refills Generic Drug Rule Applies

¹ Generic, Preferred (Formulary), Brand Name

Other Provisions	Mandatory Mail Order after one refill.
Out of Pocket Maximum	\$3,000 individual/\$6,000 family annually maximum combined retail and mail. Out of network – No limit

FirstEnergy
Flexible Benefits Plan

Vision Care:

Basic (Included with Health Care)
Supplemental

Group Life:

Basic
Supplemental
Accidental Death and Dismemberment
Employee Only
Family
Dependent Life Insurance
Standard (\$10,000 Spouse/\$5,000 Children)
High Level (\$20,000 Spouse/\$10,000 Children)
Premier Level (\$40,000 Spouse/\$10,000 Children)

Spending Accounts:

Health Care
Dependent Care

Long Term Disability

Basic
Supplemental

Dental Plan:

Basic
Supplemental

Other:

Long-term Care Plan
Adoption Assistance Plan

Employees will have the option annually to enroll or reenroll into various plan options subject to certain provisions contained herein.

New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.

APPENDIX C

SAFETY COMMITTEE

(a) A Safety Committee consisting of eight (8) members designated by the Union and four (4) members designated by the Company shall be established. The Safety Committee shall meet four (4) times each year at such time and places as determined by the Committee. Additional meetings may be called by either party. When such additional meetings are called by the Union, the provisions of paragraph (d) hereof shall not apply thereto, unless the Company agrees the subject matter merits attention and is of mutual concern, paragraph (d) hereof shall apply.

(b) The function of the Safety Committee shall be to advise the Company concerning safety matters. In the discharge of its function the Safety Committee may consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

(c) The minutes of each meeting of such Committee shall be recorded by a stenographer and a copy of such minutes shall be furnished to, and approved by, each member of the Committee.

(d) The Company will pay the eight (8) employees designated by the Union for all time lost from their scheduled work.

APPENDIX D

ABSENTEEISM

The Parties agree that regular attendance is essential to one's continued employment as well as to the operation of the plant and, hence, that it is in the best interests of all employees, the Union, and the Company to eliminate absenteeism from work except in instances where it cannot be avoided. Therefore, in an attempt to eliminate unnecessary absenteeism, it is agreed that the Company will continue implementation of the following amended procedures.

I. Attendance Improvement

For each payroll quarter of a year, the Company will analyze each employee's absence record. A personal interview will be arranged with each employee whose record appears to be unsatisfactory. Each case will be determined on its own merits under the guidelines below.

A. Absence Due to Non-Industrial Illness or Injury

When an employee has an excessive absenteeism due to chronic non-industrial illness or injury, he or she will be required to provide a medical description of the cause of the illness or injury, which shall include the prognosis for recovery and a medical remedial program. Failure to follow such remedial program will be cause for disciplinary action including discharge.

Excessive absenteeism, regardless of cause, is determined annually based on the prior payroll year by calculating 10% of the number of employees with absenteeism. This number represents the total number of employees who will be subject to quarterly reviews throughout the payroll year. This number of employees will be those having the highest number of absence hours and having at least three (3) or more absence occurrences. Employees in this group must make appropriate improvement as determined on a case-by-case basis during the current payroll year by being at or below the plant average for absenteeism and having no more than three (3) occurrences. If this progress is not obtained, said employee(s) may be subject to disciplinary action up to and including discharge. Employees who improve their attendance and for two (2) consecutive years remain at or below the plant average for absenteeism and three (3) occurrences or less per year will be released from this program. The plant average is either the actual employee absence average or 32 hours, whichever is greater.

APPENDIX D (continued)

B. Personal Absences

Personal absences are classified as excused or unexcused. Any personal absence not pre-arranged through the appropriate foreman or supervisor will be deemed an unexcused absence unless the employee is physically precluded from so arranging.

The discipline assigned in cases of unexcused personal absence will be based on an employee's disciplinary record. In those cases where an employee has received prior discipline, his or her record will be taken into consideration in determining the appropriate discipline under this program. For employees who have not received prior discipline, progressive discipline may be utilized depending upon the facts of the given situation using as a guide the following procedure:

- 1st unexcused absence of a single day - Oral Reprimand
- 2nd unexcused absence of a single day - Letter of Reprimand
- 3rd unexcused absence of a single day - Five-day Suspension
- 4th unexcused absence of a single day - Termination

The consecutive twenty-four (24)-month period prior to the employee's latest unexcused absence is the time interval which is considered for determining whether an unexcused absence is a 1st, 2nd, 3rd or 4th instance.

II. Illness Verification

Throughout any payroll year an employee, upon reaching his fifth (5th) occurrence of whole day absence or when incurring seventy-two (72) or more hours of absence due to non-industrial illness or injury (excluding hours relating to an inpatient hospital stay), will be required to present sufficient evidence of his inability to work for the remainder of such payroll year.

APPENDIX E

UNIFORMS, COVERALLS, DISPOSABLE COVERALLS, WORK GLOVES, SAFETY SHOES AND PRESCRIPTION SAFETY GLASSES

UNIFORMS AND COVERALLS

The Company will arrange for either uniforms or coveralls with weekly laundering service for all employees. The Company will pay \$1.30 per employee per week toward the cost of this service and each employee will pay the balance by monthly payroll deduction.

DISPOSABLE COVERALLS

Disposable coveralls will be provided at no cost to employees when they are engaged in the following activities: Maintenance work inside boilers and condensers; work involving direct contact with acids, caustics and quicklime.

WORK GLOVES

The Company through its storeroom will provide at no cost to the employees appropriate work gloves and will provide new replacements thereof upon the return of the used gloves.

SAFETY SHOES

The Company will reimburse employees in accordance with the Safety Shoe Program for safety shoes purchased equal to 30% of the purchase price, but in no case shall such amount exceed \$30.00 per pair.

PRESCRIPTION SAFETY GLASSES

The Company will contribute \$25.00 toward the cost of single correction prescription safety glasses and \$37.50 toward multiple correction prescription safety glasses.

It is understood that in the event of the abuse of any of the above provisions by an employee, all such programs shall be withdrawn as to that employee.

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APPENDIX F

OVERTIME PROCEDURES

In reference to the application of Article IX, Section 5, of the Agreement between the Company and Local Union No. 272 of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O. (the "Union"), the following procedures have been agreed to between the Local Union No. 272 and local plant management:

1. Overtime shall be distributed within the classification in which the work required is normally performed by use of the "call board" system.
2. Overtime will be offered to the eligible employee in the order shown on the "call board" list. (the employee on the top of the list will be first called.) When an eligible employee is contacted and accepts or refuses the overtime offered, his/her name will be moved to the bottom of the list. If no contact is made with the eligible employee, then his/her name will not move on the "call board".
3. Arrangements for overtime shall not be started sooner than 72 hours, or 88 hours on Friday 7:00 a.m. before the start of the overtime shift. In either case, overtime may not be offered in blocks exceeding 48 hours. When overtime is known in advance to be needed for two (2) or more shifts, the overtime will be arranged and filled in chronological order in blocks not to exceed 48 hours. Arrangements for drafting eligible employees as set forth in item no. 17 below shall not be started sooner than 72 hours before the start of the overtime shift or 88 hours on Friday, 7:00 a.m.
4. When overtime has been arranged and filled for a given period, the overtime will be charged; and if intervening overtime is needed, the existing arrangement will stand as charged and the intervening overtime will be arranged on that basis.
5. An attempt to contact an employee for overtime will not be made during the hour preceding or following his/her scheduled shift in order to avoid missing him/her while he/she is enroute to or from work except that when a shift employee, as defined in Article V, Section 4, has failed to report for work and has not called in, the individual who has not been relieved will be released one-half hour after the start of the shift and relieved by any available qualified individual. In the meantime, efforts to fill the job through the overtime procedure will be initiated.
6. The Company will post the overtime "call board" list each day the list changes, Monday through Friday, showing the positions of employees per classification including designation of contacts and no contacts.
7. When an employee is upgraded to a higher job within the bargaining unit, and the period of upgrade is less than five (5) working days, the employee shall be offered

APPENDIX F (continued)

overtime in his/her regular job classification. When the period of upgrade to a higher job is of five (5) or more days, then his/her name will be placed at the bottom of the list on the "call board" in the classification to which he/she is upgraded. When he/she returns to his/her regular job, he/she will return to his/her relative position on the "call board" list prior to the upgrade. When an employee is to be temporarily upgraded to a higher classification for a period of five (5) or more days, overtime offered to him/her in the off days prior to the start of the upgrade will be in only his/her regular classification. During the upgrade period and during the off days following the upgrade period and until the employee starts back to work on his/her regular job, overtime will be offered only in the upgraded classification. An employee upgraded to a non-bargaining group job will be eligible for overtime in the upgraded classification beginning with the first day of the upgrade and continuing until the employee starts back to work on his/her regular job. When he/she returns to his/her regular job, he/she will be placed at the bottom of the callboard list.

8. An employee shall be deemed to be on vacation and shall not be eligible for overtime from the time the employee is released from work on the last regular scheduled workday prior to the vacation period, until the employee has physically started to work on the next regularly scheduled shift.

This section applies to work schedules consisting of five (5), six (6) or seven (7) days only or when an employee extends his full week of vacation into the next week by using additional vacation days without returning to work.

For single day guidelines, see item no. 13 of this procedure.

9. When an employee is transferred or promoted from one classification to another, his/her name will be placed at the bottom of the list on the "call board" in the new classification. When an employee goes from an upgrade directly to a promotion in the same classification to which upgraded, the adjustment in position on the "call board" list that took place when he/she was upgraded will suffice for the adjustment required under this item.
10. When an employee returns to his/her old job under Article VI, Section 3, his/her name will be placed at the bottom of the "call board" list in his/her old job classification.
11. Premiums paid for change of schedule without notice, holiday pay, scheduled hours worked on the holiday, and any other premiums other than overtime premium shall not effect the employee's position on the "call board" list. This also includes overtime paid as a result of attending meetings, i.e. safety and general information, as well as premiums paid for errors in calling out.

APPENDIX F (continued)

12. When an employee is permanently transferred or promoted to a new classification, overtime will be worked in the old classification until the beginning of the payroll day on which the transfer or promotion takes place.
13. An employee on union business, funeral leave, paid absence day, vacation day, personal days off, jury duty, or a day in lieu of a holiday will not be eligible to work overtime during the twenty-four (24) hour period of such calendar day. An employee on sick leave, leave of absence, or military duty will not be eligible for overtime until he/she has physically started work on a regularly scheduled shift. Days taken in lieu of a holiday shall be coded "h". Pay for overtime worked on the holiday (not in lieu of day) will be at the overtime rate stated in article IX, Section 6. Union officers and executive board members will be ineligible for overtime on the afternoon shift of any executive board or membership meeting.
14. An employee working on a job which will require two (2) hours or less to complete may be offered that overtime. As soon as it becomes apparent that the job will extend beyond the two (2) hours, a callout will be made in accordance with item no. 2 above. An employee who works 2 hours or less, 4 hours or less for a 12-hour schedule, will not change his/her position on the "call board".
15. If the Company determines that an employee cannot work overtime due to medical restrictions, such employee will not be offered overtime until he has been released for such work by the Company doctor.
16. Overtime arrangements will be made only with the employee except where the employee has given written approval to make the arrangement with a designated representative such as spouse, mother, father, etc. In this event, the overtime arrangement shall be considered to be between the employee and the company.
17. When making arrangements for overtime, the person making the overtime calls, when he/she has gone through the entire classification list, and the need for overtime work is not satisfied by voluntary acceptance of the overtime, the overtime work will be filled by drafting the eligible employee as follows: The Company will establish a rotating draft list for each job classification. The eligible employee highest on the list from among those either currently at work or not at work but scheduled to be at work for the next shift, shall be drafted first. If the need for overtime work is not satisfied then the overtime shall be filled by drafting the highest eligible employee not at work but scheduled to be at work on the next subsequent shift. This process shall continue for subsequent shifts until the overtime is filled. Once an employee has been drafted, he will be moved to the bottom of the list. For transition purposes, the initial rotating draft list shall be established by placing employees on the list in inverse Job Seniority.

APPENDIX F (continued)

18. The company agrees that in the event the wrong man/woman is called for overtime, the bypassed employee will be paid the premium in excess of his/her regular straight time rate for the number of hours he/she should have worked and shall maintain his/her position on the "call board" list.

Note: No contact means:

- a. When the phone is busy.
- b. No answer.
- c. When unable to speak to employee or designated representative as defined in item no. 16.

APPENDIX G

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION

It is agreed that effective February 16, 1996, the Company will establish a voluntary employee benefit association (VEBA) for the benefit of employees covered by this Agreement. To the extent determined by the Company, the VEBA shall be maintained so as to provide for the funding of post-retirement health benefits for current and future retired employees and their beneficiaries.

APPENDIX H

COMMITTEE ON POLITICAL EDUCATION

I.B.E.W. – C.O.P.E. (Committee on Political Education) A political action committee, will receive at no cost, access to and use of Company's payroll deduction as does and to the same extent as FirstEnergy Generation Corp. Employee State and Federal Political Action Committee.

APPENDIX I

a. The schedule of job classifications set forth in Appendix A-1 indicates the labor grades and minimum starting steps for each occupational group. The hourly wage schedules set forth in Appendix A-2 indicate the progression steps within the wage ranges for each labor grade. Employees currently receiving a rate higher than those set forth will not be reduced, as long as they remain in their current classifications.

b. When an employee is promoted, or is upgraded to higher rated work, he will receive the starting rate for the new job. In such event, he will receive an increase sufficient to bring him to the progression step in the new job next above his old rate, but not higher than the maximum rate for the new job. In cases of temporary assignment to higher rated work, the employee will revert to his old rate upon conclusion of such assignment.

c. Each employee will be eligible to progress to the next step within his or her classification only upon completion of the OJTs/TPEs (On the Job Training/Task Performance Evaluations) applicable to each step. Specifically, employees in the Master Classifications will start at step 5 and progress to step 6 upon the completion of 50% of the OJTs/TPEs for that classification; to step 7 upon completion of 100% of the OJTs/TPEs. Employees in Labor Grade 15 will start at step 4 and progress to step 5 upon the completion of 33% of the Level 2 OJTs/TPEs for that classification; to step 6 upon completion of 66% of the Level 2 OJTs/TPEs; and, to Labor Grade 15.5, step 7 upon completion of all the Level 2 OJTs/TPEs.

Power Plant Attendants will start at Labor Grade 11, step 5 and progress to step 6 upon the completion of 50% the OJTs/TPEs for that classification; and will progress to step 7 upon completion of 100% of the OJTs/TPEs for that classification. All other employees in Labor Grade 11 will start at step 5 and progress to step 6 upon the completion of 50% of the Level 1 OJTs/TPEs for those classifications and progress to Labor Grade 15, step 4 upon completion of 100% of the Level 1 OJTs/TPEs for those classifications.

Each employee will be permitted to progress through the steps within his or her particular job classification as quickly as possible.

d. To be eligible for promotion within a line of progression, an employee must have the proper qualifications for the higher job and must have completed all the OJTs/TPEs for the employee's present classification. When an employee is promoted into a higher job classification, he or she will be placed at the next higher wage step for such classification unless the employee has already completed OJTs/TPEs in that higher job classification. In such case, the employee will be placed at the step that reflects the number of OJTs/TPEs successfully completed in that classification.

e. Employees who promote in their line of progression must complete all OJTs/TPEs for their classification within 18 months of the date of promotion and must be making reasonable progress in completing OJTs/TPEs throughout the 18-month period. If an employee fails to complete the OJTs/TPEs in the time period so specified, he or she will be subject to return to his or her previous job classification.

f. All new employees (except Laboratory Analysts, Stock Tenders, Tool Repair Mechanics and Plant Helpers) will start at Labor Grade 11, Step 5 and must complete all OJT's/TPE's for their classification (both Level 1 and Level 2) within 18 months and must be making reasonable progress in completing OJT's/TPE's throughout the 18-month period. Upon completion of their Level 1 OJT's/TPE's, new employees will move to the appropriate Labor Grade for their classification. Power Plant Attendants and Senior Stock Tenders will start at Labor Grade 11, step 5 and will progress no higher than Labor Grade 11, step 7 while in that classification.

g. Employees may cross-bid provided they have the proper qualifications for the classification they bid into prior to the award. Employees will be responsible for obtaining these qualifications on their own time. They must complete all OJT's/TPE's for their new classification within 18 months and must be making reasonable progress in completing OJT's/TPE's throughout the 18-month period. If the employee fails to complete or make reasonable progress in completing their OJT's/TPE's in the time period so specified, he or she will be returned to the original job classification at the same rate of pay they were earning in the new job (cross-bid title) at the time of the return. The employee will return to their rate of pay in the original job classification (prior to the cross-bid) when an opening occurs in the original job classification.

h. Employees on the payroll as of June 1, 2009 who decline to be promoted as part of Workforce Development will be permitted to work in the B Classification of their line of promotion and will not be required to complete any additional TPE's to remain in the B classification if they have already completed their job demos for that classification. The B classification will no longer remain in effect or be staffed other than as provided in this paragraph. When all employees on the payroll as of June 1, 2009 who have stayed in the B classification per the terms of this paragraph have left the B classification, for whatever reason, all B classifications will be deleted from the Wage Schedule and future Collective Bargaining Agreements will be amended accordingly.

i. The switch from job skills demos will not require incumbents who have completed their job skills demos to complete any additional TPE's in order to remain in their classification.

j. During the transition period to Workforce Development, employees will remain in their current work location as defined in the MOA. Thereafter, vacancies will be filled per the terms of the MOA.

k. The setting forth of jobs in the schedule of job classifications shall not be construed as a requirement on the part of the Company to fill such jobs, or to establish and maintain quotas of personnel in such jobs.

l. The parties agree to establish a joint Workforce Development committee consisting of six members, equally divided between labor and management, to address issues of mutual concern with the Workforce Development process. The Company will provide the Union progress tracking reports for review.

m. Employees will be provided a reasonable opportunity to progress within and complete their TPE's in a timely manner. The Company will use its best efforts to allow

employees to do so and will consider granting waivers of the TPE completion deadlines should circumstances warrant, but no waiver shall exceed 6 months.

n. Consistent with Article VII, in no case shall an employee be laid off prior to an employee with less Plant Seniority. Further, it is understood that employees who are bumped to a different department as the result of a workforce reduction will be given up to eighteen (18) months to qualify in the new position.

Appendix J

Holiday work shall be distributed (other than in operations groups) to volunteers utilizing the following guidelines:

1. Distribute within the classification in which the work required is normally performed.
2. Work will be offered to all eligible employees who are scheduled to work the holiday.
3. Should there be more volunteers than needed to do the work, volunteers will be picked by starting with the senior employee continuing down the seniority list until all the jobs are filled.
4. Should there be fewer volunteers than needed for the work to be done; the person with the least amount of seniority will be required to work continuing up the seniority list until all jobs are filled.
5. Rotating lists will be kept and posted in order to distribute holiday work equitably among affected employees.
6. When holiday work is necessary, the employees will be notified as soon as practicable, and if not notified, the employees will be considered off for the holiday for the purpose of this procedure; but employees who are working rotating shifts on the holiday will be required to work unless notified otherwise.
7. Should emergency work be needed on the holiday, the Company will follow the Bruce-Mansfield Plant Overtime Procedure.

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Appendix K

Random Drug Testing

A. Commencing upon the effective date of the Agreement, all bargaining unit employees will be subject to random drug testing without notice, utilizing the procedures and protocols currently in place under Department of Transportation (DOT) regulations.

B. Any bargaining unit employee testing positive on any drug test, (at or above the thresholds established for a positive drug screen from time to time by the Department of Transportation), will be immediately suspended without pay pending further investigation. If positive test results are confirmed, the employee will be presented a Last Chance Agreement (LCA). Commencing upon the signing of the LCA, the employee has thirty (30) days in which to submit to and pass a return to work physical and drug screen. In order to successfully pass the return to work drug screen, the employee must test below the afore-mentioned D.O.T. testing thresholds.

The first ten (10) working days of this period will be considered a suspension, without pay. Following the suspension, the employee, if unable to immediately return to work, is eligible for sick pay during the remaining period of time if reasonable evidence is presented that the employee is enrolled in an Approved Rehabilitation Program. An Approved Rehabilitation Program is defined as any rehabilitation program for which reimbursement is available under the Company's health care plan. With respect to the thirty-day period specified above, the Company will consider expanding the period and the employee's eligibility for sick pay during that period on a case-by-case basis when circumstances beyond the control of the employee make it equitable for the Company to do so.

C. A refusal to sign the LCA under subsection B, above, will be considered cause for discharge under Article VI, Section 2, of the collective bargaining agreement and the Union will not grieve such discharge unless there is an issue with respect to the testing protocol.

D. An employee who signs the LCA will be subject to the following requirements:

1. The cost of any Approved Rehabilitation Program will be paid in accordance with the Company's health insurance plans.
2. A failure to pass the return to work drug screen, as defined in paragraph B, will be considered good and sufficient reason for discharge under Article VI of the collective bargaining agreement. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
3. Upon successful completion of the return-to-work physical, including the drug screen, the employee will be returned to his or her prior job, with no loss of seniority.
4. Upon return to active employment, the employee will be subject to discretionary follow-up drug testing for a period of two (2) years, or longer, if mandated by a substance abuse professional in accordance with Department of Transportation

regulations, (as well as random drug testing in the same manner as any other employee), commencing with the date of his or her actual return to work. Such an employee may be subjected to drug testing at any time, without notice, at the discretion of the Company.

5. A failure to meet any of the conditions of the LCA, including following the recommendations of the Substance Abuse Professional or any subsequent drug or alcohol test on which the employee tests positive will be considered good and sufficient cause for discharge. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
 6. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee will be subject to random drug testing in the same manner as any other bargaining unit employee.
 7. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee's disciplinary record will not be expunged and the suspension may be used in the consideration of appropriate discipline for other violations of Company policy.
- E. An employee who voluntarily comes forward and seeks rehabilitation will not be required to sign a LCA, but instead will be dealt with in accordance with the Drug Policy. It will not be considered coming forward voluntarily when an employee comes forward after being selected for a random drug test or any other Company-administered drug or alcohol test. In those cases, the employee may still come forward but will be subject to signing a LCA in order to retain his or her job.

MEMORANDUM OF AGREEMENT

It is agreed that the interpretation of Article VI, Section 4, shall be guided, as applicable, and that area job vacancies during the term of this Agreement shall be filled in the following manner:

An employee in the classification in which a vacancy occurs will be allowed, once per year, by bid to fill the vacancy on the basis of his or her job seniority. A maximum of two (2) lateral moves on any vacancy will be allowed per classification. As an exception to this, if work locations other than those listed below are established, jobs therein shall be open to all employees on the basis of their job seniority and any move caused by the new work location will not be counted as above.

1. Work locations for purposes of this Memorandum shall be:

SECTION	WORK LOCATION
Electrical	1. Inside 2. Outside
Instrument & Test	1. Lime & Sludge 2. SO ₂ 3. Boiler
Lime & Sludge Handling	1. Rotating Shift 2. Relief Shift
Mechanical Maintenance	1. Boiler 2. Turbine 3. SO ₂ 4. Lime & Sludge 5. Shift
Operations	1. Rotating Shift 2. Relief Shift
Storeroom	1. Inside 2. Outside 3. Shift
Yard	1. Operations 2. Maintenance 3. Lime, Relief & Equipment
Work locations are established for the Plant Helper job classification in the following areas:	1. Inside 2. Outside

2. The present procedure for processing pre-bids will be continued. An employee may submit or withdraw a bid at any time before he has accepted his bid to fill the job vacancy. The Company will consider the preferences of eligible employees when there are two (2) or more vacancies in a classification.

3. The person shall have no automatic right to return to his or her job occupied prior to movement under this Memorandum.

4. The words "one per year" shall mean once in the twelve (12) consecutive months beginning with his acceptance of the job.

5. In Article VI. Section 6, of the Contract between the Parties "former job" shall mean former job classification.

This Memorandum of Agreement shall have no effect upon the Company's rights to make temporary assignments to work locations or shifts or otherwise restrict or diminish any other presently existing rights of management.

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STIPULATION OF SETTLEMENT

The FirstEnergy Generation Corp. ("Company") and Local Union 272 of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O. ("Union"), on this 16th day of August 2012, formally recognize that a final stipulation of settlement (hereinafter the "Agreement") has been reached with regard to the following:

WHEREAS, The Company and Union have previously agreed to terms of a collective bargaining agreement that is due to expire on February 15, 2013 (hereinafter the "Prior Agreement"), and:

WHEREAS, the Company and Union desire to extend the terms of the Prior Agreement, as further amended to reflect the changes contained in this Stipulation of Settlement and the Prior Agreement shall constitute the collective bargaining agreement between the parties hereto effective as of February 16, 2013, and shall expire at midnight on February 15, 2014 and Article XIX shall be amended accordingly.

THEREFORE: The Company and the Union agree as follows:

Wages (as set forth in Appendix A):

If the parties execute this stipulation, the extension will be effective as of August 20, 2012 and the following changes to the wage schedule will be made:

The wage rate at each step then in effect August 19, 2012 for the following classifications will be increased on August 20, 2012 by fifty cents (\$.50):

1. Maintenance Mechanic
2. Master Maintenance Mechanic
3. Tool Repair Mechanic
4. Electrician
5. Master Electrician
6. Plant Helper
7. Power Plant Attendant
8. Power Plant Operator
9. Line Operator
10. Senior Line Operator
11. Yard Operator Mechanic
12. Master Yard Operator Mechanic
13. Senior Yard Operator Mechanic Boat Captain
14. Instrument and Test Mechanic
15. Master Instrument and Test
16. Laboratory Analyst
17. Sr. Stock Tender
18. "All Others" when designated in the classification

Effective February 16, 2013 a wage increase of three percent (3%) will be granted on wage rates in effect on February 15, 2013.

J. EXH. NO. 3

EXHIBIT NO. 12 RECEIVED ☒ REJECTED ☐
CASE NO. WCA-163205 CASE NAME FirstEnergy
NO. OF PAGES 5 DATE 12/1/14 REPORTER JAO

ARTICLE XVIII shall be amended as follows:

Benefits

Section 1. Pensions. It is agreed that the Company's retirement plan known as "FirstEnergy Corp. Master Pension Plan," (hereinafter the "Pension Plan"), shall be applicable to employees covered by this Agreement who were hired prior to January 1, 2005. It is further agreed that such Pension Plan shall not, prior to January 1, 2015, be subject to termination, or to any amendment which would change benefits applicable at the time of such amendment to any employee in the bargaining unit, except that the continuance of the Pension Plan as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Tax purposes of the costs of the Pension Plan and the continued taxexempt status of the income of the Trust Fund and such Pension Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Pension Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Pension Plan into conformity or compliance with applicable governmental regulations; nor shall the Pension Plan as so amended be subject to demand for change or addition-to or negotiation by the Union until sixty (60) days preceding January 1, 2015.

Any employee hired on or after January 1, 2005 shall be eligible to participate in the Pension Plan, as applicable to employees hired on or after January 1, 2005, provided they meet the eligibility requirements set forth in the plan. As it pertains to an employee hired on or after January 1, 2005, the Pension Plan shall remain in effect and unchanged until midnight of December 31, 2014 and shall not be subject to demand for change or addition-to or negotiation by the Union until sixty (60) days preceding January 1, 2015.

Section 2. Flexible Benefit Plan and Other Benefits. Effective on the first day of the first month after the date of ratification, the Company will maintain its Flexible Benefits Plan to provide for Medical and Prescription Drug coverage (if elected by the Union as set forth below), Dental Care, Vision Care (Basic and Supplemental), Group Life Insurance (Basic and Supplemental), Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Flexible Spending Accounts, Long-Term Disability and Long Term Care, which are outlined in the FirstEnergy Employee Compensation and Benefits Handbook ("Benefits Handbook"). The Company will also have in effect a Business Accident Travel Insurance, Adoption Assistance Program, Military Leave, a Catastrophic Assistance ("CARE") Program, and the FirstEnergy Severance Benefit Plan which are outlined in the Benefits Handbook. Except as otherwise specified in this Article, participation in the Flexible Benefits Plan and other benefit programs set forth in this paragraph will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, as amended by the Company from time to time. An employee electing to participate in any of the benefit plans set forth in the Benefits Handbook shall be required to contribute the same monthly contribution required by the Company of its non-bargaining unit employees unless otherwise set forth below, which includes 100% of the cost for the dental and supplemental vision plan.

Section 3. Group Health Insurance Plan. Effective January 1, 2010, through February 15, 2014 the Company shall provide as its base plan the PPO 500 80/20 plan and the Rx 100 prescription plan as set forth in Appendix B (the "Plan"). Effective January 1, 2010, through February 15, 2014, for the base plan, each employee will pay 15% of the cost of coverage for himself and 25% of the cost of coverage for their spouse and/or dependent

children. An employee shall not be responsible for payment of the monthly spousal or tobacco premium required by the Plan.

It is also agreed that if a regular employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug plan as outlined in Appendix B (the "Plan"), then the additional cost will also be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude the Company from changing the provisions or discontinuing the offering of any health care plan other than the Plan at any time during the term of this Agreement.

Effective February 16, 2008 through February 15, 2014, the Company's contribution for medical and prescription drug coverage under its Plan, for an employee who retires on or after February 16, 2008 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his eligible family members for Medicare and the cost of the Health Care Coverage according to the following tables:

Effective February 16, 2008 to February 15, 2014

NO RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single	Retiree And Child(ren)	Retiree And Spouse	Family		
85	C-EC-M	C-EC-1M	C-EC-2M	C-EC-2M		
75	.75C-EC-M	.75C-EC-1M	.75C-EC-2M	.75C-EC-2M		
65	.50C-EC-M	.50C-EC-1M	.50C-EC-2M	.50C-EC-2M		
AT LEAST ONE RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single Medicare Eligible	Retiree and Child(ren) 1 Med. Elig.	Retiree and Spouse 1 Med. Elig.	Retiree and Spouse 2 Med. Elig.	Family- 1 Medicare Eligible	Family 2 Medicare Eligible
85	C-EC	C-EC	C-EC-1M	C-EC	C-EC-1M	C-EC
75	.75C-EC	.75C-EC	.75C-EC-1M	.75C-EC	.75C-EC-1M	.75C-EC
65	.50C-EC	.50C-EC	.50C-EC-1M	.50C-EC	.50C-EC-1M	.50C-EC

Where:

M = Amount equivalent to the Medicare Part "B" premium

C = Cost of coverage in Comprehensive Preferred Provider Plan

EC= Employee contribution of health care premium

Effective February 16, 2008 through February 15, 2014, the Company's health coverage for an employee who retires during the term of this Agreement shall be in accordance with the terms and conditions of the health care plan in effect for a regular full-time represented employee. If the Union does not elect coverage under the Group Health Insurance Plan (as set forth below), the Company will contribute and forward payment to the insurer designated by the Union for each employee who retires from February 16, 2008 through February 15, 2014 (and is participating in the Union's plan) the lesser of an amount equal to the contribution it would normally make for each retiree in accordance with the table above, or the amount actually charged by the Union's provider. This contribution must be used by the Union to purchase medical and prescription drug coverage for the retiree.

The Union on behalf of its entire membership shall have the option to withdraw from or reenter the Group Health Insurance Plan portion of the Flexible Benefits Plan every year while this Agreement is in effect, provided it gives notice of its intent to do so by the preceding August 1st. If the Union elects to withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan, it shall be solely responsible for providing health care coverage to its members and their families. The Union may not withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan until January 1 of each plan year. The Union cannot withdraw or reenter the Group Health Insurance Plan midway through any plan year. The Company will contribute and forward payment to the Union's health care insurer for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Plan. This contribution must be used by the Union to purchase health care for its membership. The Union must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the terms of the Flexible Benefits Plan. Employees must notify the Union and the Company of the occurrence of a qualifying event and complete the appropriate form within thirty-one (31) days of the event.

The Company commits to meet with the Union a minimum of once a year to discuss the Plan, at the Union's request.

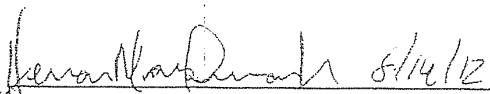
IN WITNESSETH WHEREOF, the Company and the Union have executed this Agreement on the day and date first above written:

FOR THE UNION:

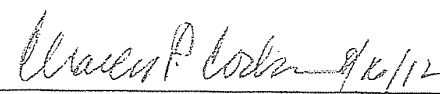
FOR THE COMPANY:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 272

FirstEnergy Generation Corp.

 8/14/12

By Herman Marshman,
IBEW Local 272 Union President

 8/16/12

By Charles P Cookson
Executive Director, Labor
Relations

MEMORANDUM OF AGREEMENT

On this, the 16th day of August 2012, the FirstEnergy Generation Corp. (the "Company") and I.B.E.W., Local 272 (the "Union") enter into the following Memorandum of Agreement ("MOA"), which shall run from August 20, 2012, through February 15, 2014:

A. For the term of this MOA, employees at the Bruce Mansfield Plant may travel from their normal stations or place of employment to Sammis or Beaver Valley, as the workload requires. When the Company deems it necessary to assign employees to resource share, it will first seek volunteers qualified for such assignments. If sufficient volunteers are not obtained, necessary qualified employees may be assigned by the Company in inverse order of Location Seniority.

When employees are sent to Beaver Valley, the Company shall pay to each employee so reporting a transportation allowance paid in accordance with the IRS guidelines for one daily round trip. When employees are sent to Sammis, the Company shall pay to each employee so reporting a transportation allowance paid in accordance with the IRS Guidelines for a daily round trip and a daily per diem for meals and incidental expenses as set forth in the GSA CONUS tables.

B. When employees volunteer to travel from their normal stations or place of employment to Mitchell, Ashtabula, Lake Shore, Eastlake, Harrison, Perry, Bay Shore, Davis Besse or Hatfield's Ferry, the Company shall pay to each employee so reporting a transportation allowance paid in accordance with the IRS Guidelines for one round trip per week and a daily per diem for lodging, meals and incidental expenses as set forth in the GSA CONUS tables.

C. When a temporary reporting place is established, the employee will be required to travel to such temporary reporting place on his or her own time. The foregoing daily per diem allowances are in lieu of any meals or lodging. Such amounts shall be paid through the regular paycheck.

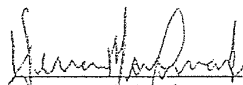
D. All mileage will be actual miles traveled to the temporary assigned reporting place except as otherwise noted.

E. Employees will not be required to work at other FEGCO or FENOC plants as replacement workers in a labor dispute.

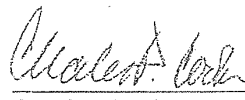
This MOA shall become effective August 20th and will remain in full force and will expire on February 15, 2014.

In Agreement:

For the Union:

 8/16/12
Herman Marshman Date
President, IBEW Local 272

For the Company:

 8/16/12
Charles Cookson Date
Executive Director, Labor Relations

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Second Comprehensive Offer of Settlement – IBEW 272

September 17, 2015

FirstEnergy Generation Corp. ("Company") makes this Comprehensive Offer of Settlement ("Offer") to Local Union No. 272 of the International Brotherhood Electrical Workers, AFL-CIO ("Union"), on this ~~25~~¹⁷th day of September 20~~14~~¹⁵, subject to ratification by the membership of the Union.

WITNESSETH:

This "Offer" shall incorporate the 2009 - 2013 collective bargaining agreement and as further amended by the extension agreement dated August 16, 2012, as further amended agreement as well as to reflect the changes contained herein. If the Union's members vote to ratify the terms of this Offer, then it shall constitute the new collective bargaining agreement between the parties hereto effective upon the date of ratification, unless otherwise indicated below, and shall continue in effect through February 15, 2017. Article XIX shall be amended accordingly to reflect the termination of the contract on February 15, 2017.

1. Wages - Modify Article XVII and Appendix A-1 A-2 to reflect General Wage Increases as follows:

Equity Adjustment: The current wage rate, in effect on July 1, 2015, at each step for all classifications will be increased by one-dollar (\$1.00) per hour, effective upon ratification.

ARTICLE XVII

Effective the date of ratification, a wage increase of five and one half percent (5.5%) will be granted on the wage rates in effect after equity adjustments outlined above. Effective one year following the date of ratification, a wage increase of two percent (2.0%) will be granted on the wages in effect at that time.

Modify Appendix A-1 A-2 to reflect the equity adjustment and General Wage Increases

Modifv Articles IX, and XIV

ARTICLE IX

Section 8. Where an assigned schedule includes a calendar Saturday and/or Sunday overtime rate will not be paid for such scheduled work, except that effective the date of ratification, an employee will be paid one dollar and eighty five cents (\$1.85) per hour, and effective February 16, 2010 an employee will be paid one dollar and ninety cents (\$1.90) per hour, and effective February 16, 2011 an employee will be paid one dollar and ninety five cents (\$1.95) per hour effective, and effective February 16, 2012 an employee will be paid two dollars upon ratification an employee will be paid two dollars five cents (\$2.05) per hour in addition to his regular straight-time rate for each scheduled straight-time hour worked on Sunday. Where assigned schedules include Saturday, Sunday and holiday work, all such schedules shall be rotated in such

NO. OF PAGES 23409 TO CH DATE 08/20/2018

EXH. NO. 4

EXHIBIT NO. 14 RECEIVED ☒ REJECTED ☐
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a manner as to equalize insofar as practicable Saturday, Sunday and holiday work among the employees involved. Employees who work their regular scheduled shift on Sunday will receive both the applicable shift premium and the Sunday premium.

ARTICLE XIV

Shift Differentials

Shift differentials will be paid only to full-time employees for work actually performed on shift schedules (as defined in Section 1 of Article IX) and shall be paid in the following amounts:

a. For hours worked on the "Afternoon Shift" ~~one dollar and thirty cents (\$1.30) per hour effective date of ratification, and one dollar and thirty five cents (\$1.35) per hour effective February 16, 2010, and one dollar and forty cents (\$1.40) per hour effective February 16, 2011 and one dollar and forty five cents (\$1.45) per hour effective February 16, 2012.~~ one dollar fifty cents (\$1.50) per hour, effective upon ratification, provided, however, that when under the provisions of this Agreement an employee is entitled to receive his regular straight-time rate of pay for time not actually worked but devoted to grievance procedure, vacation, holidays, and other occasions not actually worked, shift differentials shall not be considered as a part of his regular straight-time rate of pay.

b. For hours worked on the "Night Shift" ~~one dollar and thirty five cents (\$1.35) per hour effective date of ratification, and one dollar and forty cents (\$1.40) per hour effective February 16, 2010, and one dollar and forty five cents (\$1.45) per hour effective February 16, 2011 and one dollar and fifty cents (\$1.50) per hour effective February 16, 2012.~~ one dollar fifty - five cents (\$1.55) per hour, effective upon ratification.

2) Filling Vacancies – Return to Former Positions

Modify Article VI Section 3:

An employee who is successful in his request for a new job and is placed on the new job, may elect to return to his old job within ~~six (6) months~~ thirty (30) days without loss of seniority rights. No seniority rights will remain in the job from which the employee is returning.

3) Filling Vacancies – Pre-Bid System

Modify Article VI Section 3

Section 3. Employees (other than probationary employees with less than six (6) months of service) who wish to be considered for a vacancy in a beginning job (the bottom job in any promotional line or any of the following jobs: Laborer, Plant Helper, Janitor (see Exhibit A attached)), shall state their request and preference on a form furnished by the Company. A copy of the employee's

request shall be provided to the Plant Superintendent and to the Business Manager of the Union. When management requires such job within the bargaining unit to be filled and before a new employee is hired, a notice will be posted on the bulletin boards stating the classification and wage rate of the open job. The senior qualified employee who, having filed a request for such job prior to the posting of the opening, shall be given preference in filling the vacancy. ~~If an employee fails to decline a job offer within 24 hours of that offer being made, he will be deemed to have declined that offer.~~ Submission of a pre-bid for a job constitutes that an employee has committed to acceptance of the position if he were to be offered said position.

Before a senior applicant is bypassed the Company will discuss the matter with the Union.

When the applicant is awarded a vacancy all other requests by such applicant will be cancelled and withdrawn from the files. If such employee desires to be considered for other vacancies, he must make written request as provided above.

4) Arbitration - Modify Article VIII Section 2: Add Paragraph B

Section 2. If the grievance is not settled under the foregoing procedures, either party may submit the grievance to arbitration by giving written notice of intent to arbitrate to the other party within fifteen (15) days after the written answer at Step 2 and the grievance shall proceed to arbitration as follows:

a. Within five (5) days after receipt of notice of intent to arbitrate, the parties shall meet or confer by telephone to select an arbitrator. If they are unable to agree they promptly shall send a joint written request to either the Federal Mediation and Conciliation Service or American Arbitration Association to submit a panel of seven (7) names of experienced arbitrators from which they shall select the arbitrator by alternately striking names. The last remaining name shall be the arbitrator.

b. Unless the parties mutually agree in writing otherwise, any grievance submitted to arbitration shall be heard by a neutral arbitrator within one (1) year of the date of the written request described in this subsection or else the grievance shall be deemed to have been withdrawn.

~~b.~~ c. The arbitrator selected under Paragraph a. shall conduct a hearing at which each party shall have full opportunity to present its case.

e d. The arbitrator shall issue his written decision within thirty (30) days after the hearing or following the time limit for submission of briefs. The decision will be binding on the Company, the Union, and the employees.

d e. The arbitrator shall have no power to change, add to, or subtract from any of the provisions of this Agreement. His function shall be limited to the interpretation and application of this Agreement as written.

e f. Each party shall bear the expenses of its own presentation to the arbitrator and the fee and expenses of the arbitrator shall be shared equally by the parties.

—f.g. The Company and the Union may mutually agree to submit a grievance to expedited arbitration. Under this expedited arbitration procedure, these hearings generally will be limited to one day, there will be no post-hearing briefs by either party and the arbitrator must render a decision on the grievance within seven (7) working days of the hearing. If the parties require a written award of the decision, it shall be in summary form. The parties may mutually agree to extend the arbitrator's period to render a decision. The selection of the arbitrator and all other administrative matters of the arbitration procedure provided by Article VIII remain. The parties agree expedited arbitration is generally reserved for discharge grievances and no grievance may be filed regarding one party's decision not to submit any grievance to expedited arbitration.

5) Eliminate Vacation Banking

Delete Article X Section 9, add Appendix Below

~~Section 9. After an employee has used one (1) week with pay (forty (40) hours' straight-time pay) of vacation entitlement, any unused vacation in eight (8) hour increments may be accumulated or banked for future use. As the sole exception to the foregoing, an employee entitled to only five (5) days or less of vacation in a calendar year may bank their unused vacation for future use without first using any. The employee desiring to bank his vacation must notify the Company in writing prior to December 31 in any given year. The total amount to be accumulated is limited to one thousand (1,000) hours. The accumulated or banked vacation is to be taken as time off at the employee's pay rate at the time it is taken. The time off accumulated in the employee's vacation banking account may be taken prior to retirement and subject to the terms and conditions of this Agreement as if the accumulated vacation is a part of the employee's granted vacation allowance for a given year. Banked vacation will be paid at the employee's current straight time pay rate if the employment relationship is terminated prior to retirement, an employee is laid off or an employee elects to be paid at the beginning of a granted leave of absence. Otherwise, banked vacation not used prior to retirement may be cashed out at retirement.~~

APPENDIX *****

VACATION BANKING

1. Employees' existing banked vacations will be frozen as of January 1, 2016 and may not be replenished.
2. Banked vacation is to be paid if:
 - a. An employee dies prior to retirement, or
 - b. An employee terminates.

3. Payment for banked vacation will be at the employee's pay rate as of December 31, 201315.
4. Time off accumulated in the vacation banking account may be taken prior to retirement, or, in lieu thereof, the employee may receive payment at retirement.
5. Banked time off which is to be used for the purpose of an extended vacation is to be scheduled at a time mutually convenient to the employee and his/her supervisor.

6) Vacation - Replace Article X with New Article X (VPADS)

Vacations

Section 1. a. ~~Effective January 1, 2005 a full-time employee who has been on the Company's payrolls continuously for six (6) months, but less than one (1) year shall be granted a vacation of one (1) week with pay, (forty hours (40) straight time pay) to be taken, in accordance with the provisions of this Article. A full-time employee who completes one (1) year of continuous service earns a second week of vacation.~~

~~b. A full-time employee who, as of January 1 of any calendar year, has accumulated one (1) year, but less than five (5) years' service, shall be granted a vacation of two (2) weeks with pay, (eighty (80) hours' straight time pay).~~

~~c. A full-time employee who, as of January 1 of any calendar year, has accumulated five (5) years', but less than fourteen (14) years' service, shall be granted a vacation of three (3) weeks with pay (one hundred twenty (120) hours' straight time pay).~~

~~d. Regular employees who, as of January 1 of any calendar year, have accumulated fourteen (14) years', but less than twenty-four (24) years' service, shall be granted a vacation of four (4) weeks with pay, (one hundred sixty (160) hours' straight time pay).~~

~~e. Regular employees who, as of January 1 of any calendar year, have accumulated twenty-four (24) or more years' of service shall be granted a vacation of five (5) weeks with pay, (two hundred (200) hours' straight time pay).~~

~~Except as provided in the next paragraph, vacation shall be taken at times to be agreed upon by the employee and the Company. In case of conflict of time of vacation between employees, preference shall be given to senior employees in the specific classification group, according to their accumulated service.~~

~~The Company shall prepare two (2) vacation charts for each occupational group. The first such chart shall be for the period of January 1 through March 31, and the posting shall be made by November 1 of the prior year, with requests for this period being submitted between November 1 and December 15. The second such chart shall be for the period of April 1 through December 31, and the posting shall be made by February 1. Requests for this period shall be submitted between January 1 and April 1 of the year of entitlement. In either case, employees shall exercise their choice of time of vacation by order of accumulated service in their respective~~

classifications. On or after each respective request period listed above, at the employees' request, all denied vacation requests will be held until the end of the calendar year. These vacation requests shall be honored by seniority for the request periods mentioned above. Vacation time not already optioned during the request periods shall be available to employees without regard to service. On September 15, or as near to as practicable, of each year the Company will notify those employees who have not exercised their choice of vacation time. Employees so notified who do not schedule their vacation by October 1 of any year may have their vacation scheduled by the Company.

To maintain eligibility for vacation pay an employee must have worked, including absence due to sickness, injury, or leave of absence with pay, ten (10) months of the twelve (12) months in a calendar year, provided, that any employee who returns from leave of absence without pay or who leaves his employment to enter the Military Service and returns directly to his employment in his same service year or in any subsequent service year less than three (3) months prior to his anniversary date will be eligible for vacation in proportion to that part of his then current service year actually worked after his return; and provided further, that in the case of any employee who returns directly to his employment from Military Service in a calendar year other than that in which he left and prior to October 1 of that year, the time during that calendar year spent in the Military Service shall be considered as having been worked.

Section 2. To become eligible for vacation with pay, employees must complete one (1) full year of continuous employment after their last employment date. This date shall be known as their service anniversary date. Eligible employees shall normally take their vacations in the period between the service anniversary date and the beginning of the next calendar year, but at the discretion of the Company, may be allowed to take said vacation at any time during the calendar year. However, if the first year anniversary date falls within the last week of the calendar year, the employee may be permitted to take his vacation during the month of December.

Section 3. a. Employees with less than seven (7) years' but more than one (1) year accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in the paragraph e. following), for a period of not more than four (4) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than eight (8) months as aforesaid, his vacation shall be prorated on the basis of one half (1/2) day vacation (four (4) hours) for each month of work for those entitled to a one (1) week vacation, and one (1) day vacation (eight (8) hours) for each month of work for those entitled to a two (2) week vacation.

b. Employees with seven (7) years', but less than fourteen (14) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than eight (8) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than four (4) months as aforesaid, his vacation allowance shall be prorated on the basis of two and one half (2 1/2) days' vacation (twenty (20) hours) for each month of work.

~~c. Employees with fourteen (14) years', but less than twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of four and one-half (4 1/2) days' vacation (thirty-six (36) hours) for each month of work.~~

~~d. Employees with twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of seven (7) days' vacation (fifty-six (56) hours) for each month of work.~~

~~e. Time not worked by an employee and for which he received temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease shall not be deducted in the calculation referred to above.~~

~~f. In the event that an employee is absent due to non-industrial illness or injury prior to his scheduled vacation time, he will be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation if there is sufficient time remaining in the calendar year.~~

~~g. Once started, vacations will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his vacation spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.~~

~~Section 4. Employees who waive their vacations, shall in lieu of vacation, be paid forty (40) hours' straight time pay for a one (1) week vacation, eighty (80) hours' straight time pay for a two (2) weeks' vacation, one hundred twenty (120) hours' straight time pay for a three (3) weeks' vacation, one hundred sixty (160) hours' straight time pay for a four (4) weeks' vacation, and two hundred (200) hours' straight time pay for a five (5) weeks' vacation, in addition to compensation at regular rates for work performed during the vacation period so waived. Only in the event of emergencies will an employee be requested or permitted to waive his vacation, and the Company's determination of an emergency shall be final; except that when the retirement date under the Pension Plan of an employee follows his service anniversary date in the same calendar year, he may waive the service anniversary vacation to which he may be entitled.~~

~~If an employee is receiving temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease at the time of his scheduled vacation, he may either postpone his scheduled vacation, provided it is taken before the close of the calendar year, or he may receive vacation pay in lieu of the vacation to which he would have normally been entitled had he been working.~~

~~Section 5. Should a holiday, as specified in this Agreement, fall on an employee's regular scheduled workday during the vacation period, the Company will pay said employee eight (8) hours' straight time pay or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.~~

~~Section 6. An employee who has once qualified for vacation and shall thereafter terminate his employment, shall be given his accrued vacation allowance in accordance with the above provisions, based on lapsed time between January 1 and the date of termination, prorated on the basis of one half (1/2) day (four (4) hours) for each month worked since January 1, not exceeding five (5) days (forty (40) hours) for those entitled to a one (1) week's vacation; one (1) day (eight (8) hours) for each month worked since January 1, but not exceeding ten (10) days (eighty (80) hours) for those entitled to two (2) weeks' vacation; one and one half (1 1/2) days (twelve (12) hours) for each month worked since January 1, but not exceeding fifteen (15) days (one hundred twenty (120) hours) for those entitled to three (3) weeks' vacation; two (2) days (sixteen (16) hours) for each month worked since January 1, but not exceeding twenty (20) days (one hundred sixty (160) hours) for those entitled to four (4) weeks' vacation; two and one half (2 1/2) days (twenty (20) hours) for each month worked since January 1, but not exceeding twenty five (25) days (two hundred (200) hours) for those entitled to five (5) weeks' vacation.~~

~~Section 7. A week of vacation shall consist of seven (7) consecutive days for which the employee shall be paid his standard weekly wage, based upon forty (40) hours. Such vacation shall begin upon release from the regular scheduled hours of work and end when the employee is scheduled to return to his regular scheduled hours of work.~~

~~As an exception to the above paragraph an employee entitled to five (5) days or less of vacation may, with the permission of the Company, take the entire vacation in single, whole day increments and an employee entitled to two (2) or more weeks of vacation in a calendar year may take, with the permission of the Company, five (5) days of that vacation in single, whole day increments and an employee entitled to three (3) or more weeks of vacation in a calendar year may take, with permission of the company ten (10) days of that vacation in single, whole day increments and an employee entitled to five (5) or more weeks of vacation in a calendar year may take, with permission of the Company, fifteen (15) days of that vacation in single, whole day increments. An employee who previously has scheduled a full week's vacation will be given preference over any employee who requests less than a full week's vacation, regardless of seniority. Requests for single vacation days must be received at least seven (7) days prior to the vacation date requested; if the request is received in less than such seven (7) days it may be granted by the mutual consent of the employee and the Company. The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a single day increment on a workday preceding or following another vacation or holiday. The Company may fill any vacancy created by a single day vacation by upgrading. The employee will not be eligible for overtime during the twenty four (24) hour period of his vacation day.~~

~~Section 8. If an employee is on a temporary assignment, carrying a higher basic rate than his regular rate he will receive the higher rate during such scheduled vacation hours provided he~~

is on the temporary assignment for thirty (30) consecutive calendar days immediately prior to his vacation.

~~Section 9. After an employee has used one (1) week with pay (forty (40) hours' straight-time pay) of vacation entitlement, any unused vacation in eight (8) hour increments may be accumulated or banked for future use. As the sole exception to the foregoing, an employee entitled to only five (5) days or less of vacation in a calendar year may bank their unused vacation for future use without first using any. The employee desiring to bank his vacation must notify the Company in writing prior to December 31 in any given year. The total amount to be accumulated is limited to one thousand (1,000) hours. The accumulated or banked vacation is to be taken as time off at the employee's pay rate at the time it is taken. The time off accumulated in the employee's vacation banking account may be taken prior to retirement and subject to the terms and conditions of this Agreement as if the accumulated vacation is a part of the employee's granted vacation allowance for a given year. Banked vacation will be paid at the employee's current straight time pay rate if the employment relationship is terminated prior to retirement, an employee is laid off or an employee elects to be paid at the beginning of a granted leave of absence. Otherwise, banked vacation not used prior to retirement may be cashed out at retirement.~~

~~Section 10. A complete first quarter schedule for each department will be posted before the vacation selection period stated in Section 1. The balance of the year schedule will be posted before the selection period as stated in Section 1. The schedule itself shall remain subject to change, however, per all other relative provisions of this Agreement.~~

Replace with:

ARTICLE X

Vacation Paid Absence Days (VPADs)

Section 1

a. Effective January 1, ~~2014~~ 2016, in lieu of any vacation that was accrued in ~~2013~~ 2014, employees shall be entitled to Vacation Personal Absence Days (VPAD) and the number of VPADs to which an employee shall be entitled shall be based on length of employment.

VPADs are provided based upon whole years of service (completed as of January 1st). VPADs are accrued in approximately one-third increments of the total VPAD entitlement on January 1, April 1, and July 1, in accordance with the chart below:

Vacation Paid Absence Days (VPADs)				
Whole Years of Service at End of Prior Calendar year	Earned VPADs (in hours)			
	Jan. 1	Apr. 1	July 1	Total
Less than 1 year	After 6 months= 5 VPADS			
	After 12 months= 5 VPADS			

1-4 years	<u>4</u>	<u>3</u>	<u>3</u>	<u>10</u>
5-13 years	<u>5</u>	<u>5</u>	<u>5</u>	<u>15</u>
14-23 years	<u>7</u>	<u>7</u>	<u>6</u>	<u>20</u>
24 years or more	<u>9</u>	<u>8</u>	<u>8</u>	<u>25</u>

b. An employee may be granted permission to use VPADs that have not yet been earned in that particular calendar year. If approved, this will create a negative balance of VPADs for the employee within that calendar year, which will be considered a loan. An employee who separates service with a negative balance will have that balance deducted from his final paycheck upon separation.

c. Employees who separate from the company or whose employment terminates, for any reason, including retirement, will not be compensated for any unused, accrued (current year) or deferred (previous year) VPADs.

d. A week of VPADs shall consist of seven (7) consecutive days, for which the employee shall be paid their regular weekly wage at their regular straight time hourly rate of pay.

Section 2.

Except as provided in the next paragraph, VPADs shall be taken at times to be agreed upon by the employee and the Company. In case of conflict of time of VPADs between employees, preference shall be given to senior employees in the specific classification group, according to their accumulated service.

The Company shall prepare two (2) VPAD charts for each occupational group. The first such chart shall be for the period of January 1 through March 31, and the posting shall be made by November 1 of the prior year, with requests for this period being submitted between November 1 and December 15. The second such chart shall be for the period of April 1 through December 31, and the posting shall be made by February 1. Requests for this period shall be submitted between January 1 and April 1 of the year of entitlement. In either case, employees shall exercise their choice of time of VPADs by order of accumulated service in their respective classifications. On or after each respective request period listed above, at the employees' request, all denied VPAD requests will be held until the end of the calendar year. These VPAD requests shall be honored by seniority for the request periods mentioned above. VPAD time not already optioned during the request periods shall be available to employees without regard to service. On September 15, or as near to as practicable, of each year the Company will notify those employees who have not exercised their choice of VPAD time. Employees so notified who do not schedule their VPADs by October 1 of any year may have their VPADs scheduled by the Company.

To maintain eligibility for vacation pay an employee must have worked, including absence due to sickness, injury, or leave of absence with pay, ten (10) months of the twelve (12) months in a calendar year. An employee who returns from leave of absence without pay or who leaves his employment to enter the Military Service and returns directly to his employment in his same service year or in any subsequent service year will be eligible for VPADs in proportion to that part of his then current service year actually worked after his return in accordance with the above

chart and provided further, that in the case of any employee who returns directly to his employment from Military Service in a calendar year other than that in which he left the time during that calendar year spent in the Military Service shall be considered as having been worked.

Section 3

a. Employees with less than seven (5) years' but more than one (1) year accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in the paragraph e. following), for a period of not more than four (4) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than eight (8) months as aforesaid, his VPADs shall be prorated on the basis of one-half (1/2) VPAD (four (4) hours) for each month of work for those entitled to a one (1) week of VPADS, and one (1) VPAD (eight (8) hours) for each month of work for those entitled to a VPAD allotment of two (2) weeks.

b. Employees with seven (5) years', but less than fourteen (14) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than eight (8) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than four (4) months as aforesaid, his VPAD allowance shall be prorated on the basis of two and one-half (2 1/2) VPADs (twenty (20) hours) for each month of work.

c. Employees with fourteen (14) years', but less than twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than two (2) months as aforesaid, his VPAD allowance shall be prorated on the basis of four and one-half (4 1/2) VPADs (thirty-six (36) hours) for each month of work.

d. Employees with twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than two (2) months as aforesaid, his VPAD allowance shall be prorated on the basis of seven (7) VPADs (fifty-six (56) hours) for each month of work.

e. Time not worked by an employee and for which he received temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease shall not be deducted in the calculation referred to above.

f. In the event that an employee is absent due to non-industrial illness or injury prior to his scheduled time off, he will be permitted to change his VPADs to a subsequent date which will not conflict with another employee's time off if there is sufficient time remaining in the calendar year.

g. Once started, VPADS will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his VPADS spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.

Section 4.

Employees who waive their VPADS, shall in lieu of VPADS, be paid forty (40) hours' straight-time pay for a one (1) week of VPADS, eighty (80) hours' straight-time pay for a two (2) weeks' VPADS, one hundred twenty (120) hours' straight-time pay for a three (3) weeks' VPADS, one hundred sixty (160) hours' straight-time pay for a four (4) weeks' VPADS, and two hundred (200) hours' straight-time pay for a five (5) weeks' VPADS, in addition to compensation at regular rates for work performed during the period of VPADS so waived. Only in the event of emergencies will an employee be requested or permitted to waive his VPADS, and the Company's determination of an emergency shall be final.

If an employee is receiving temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease at the time of his scheduled VPADS, he may postpone his scheduled VPADS, provided it is taken before the close of the calendar year.

Section 5.

Should a holiday, as specified in this Agreement, fall on an employee's regular scheduled workday during the period of VPAD (s), the Company will pay said employee eight (8) hours' straight-time pay or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.

Section 6.

A week of VPADS- shall consist of seven (7) consecutive days for which the employee shall be paid his standard weekly wage, based upon forty (40) hours. Such VPADS shall begin upon release from the regular scheduled hours of work and end when the employee is scheduled to return to his regular scheduled hours of work.

As an exception to the above paragraph an employee entitled to five (5) VPADS or less may, with the permission of the Company, take the entire allotment of VPADS in single, whole day increments and an employee entitled to two (2) or more weeks of VPADS in a calendar year may take, with the permission of the Company, five (5) days of that allotment in single, whole day increments and an employee entitled to three (3) or more weeks of VPADS in a calendar year may take, with permission of the company ten (10) days of that allotment in single, whole day increments and an employee entitled to five (5) or more weeks of VPADS in a calendar year may take, with permission of the Company, fifteen (15) days of that allotment in single, whole day increments. An employee who previously has scheduled a full week of VPADS will be given preference over any employee who requests less than a full week of ~~VPADS~~ VPADS, regardless of seniority. Requests for single VPAD -must be received at least seven (7) days prior to the VPAD date requested; if the request is received in less than such seven (7) days it may be granted by the

mutual consent of the employee and the Company. -The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a single day increment on a workday preceding or following another VPAD(s) or holiday. The Company may fill any vacancy created by a single day vacation by upgrading. The employee will not be eligible for overtime during the twenty-four (24) hour period of his VPAD.

Section 7.

If an employee is on a temporary assignment, carrying a higher basic rate than his regular rate he will receive the higher rate during such scheduled VPAD hours provided he is on the temporary assignment for thirty (30) consecutive calendar days immediately prior to his PAD...

Section 8.

A complete first quarter schedule for each department will be posted before the VPAD selection period stated in Section 2. The balance of the year schedule will be posted before the selection period as stated in Section 2. The schedule itself shall remain subject to change, however, per all other relative provisions of this Agreement.

Section 9.

If an employee is unable to use all their VPADs in the current year, they may defer up to 80 hours of VPADs into the following year. The deferred VPADs must be used in the following year or they will be forfeited. Any VPADs up to 80 hours not taken by the employee during a calendar year will automatically be added by the payroll system to a deferred VPAD account. Deferred VPADs will not be paid out upon separation or termination of employment.

Section 10.

Except as noted above VPADs must be used during the calendar year for which they are earned, or they shall be forfeited.

7) Long Term Disability eligibility

Revise Article XII Section 3

Section 3. Long-Term Disability. The Company shall provide a long-term disability plan as part of its Flexible Benefits Plan, as described in section 2, described in Appendix B. A regular employee in the bargaining unit who is absent from work because of illness or injury for twelve (12) months ~~six (6) months~~, as described in Section 1, Short-Term Disability, above, may apply for long-term disability benefits. Group health and group life benefits will be extended in accordance with the plans described in ~~Appendix B in section 2~~, and pension disability benefits may be extended in accordance with the provisions of the Pension Plan described in Article XVIII, Section 1.

For the first twelve (12) months of long-term disability, the employee will retain the right to be reemployed during this period to his previous job if in the opinion of the Company physician the employee has recovered sufficiently to perform the duties of this job, or any other open bargaining unit job in accordance with Article XV, Incapacitated Employees.

If at the end of the first twelve (12) months of long-term disability the employee has not recovered sufficiently to be reinstated to his previous job, or to be placed in any other open bargaining unit job in accordance with Article XIII, Incapacitated Employees, his right to have his employment reinstated shall terminate.

8) Wait Days Modify Article XII Section 2

Modify wait days

Section 2. Short-Term Disability. A regular employee who is absent from work because of illness or injury (excluding any injury for which he receives Workers' Compensation from the Company under the laws of the Commonwealth of Pennsylvania and excluding any injury suffered by an employee while in the course of gainful employment for some employer other than the Company) shall be paid at his or her normal straight-time rate as provided by the following table of years of accumulated service and corresponding waiting days based on sick absences in the previous calendar payroll year and maximum number of working days allowable during the calendar payroll year:

In determining waiting days, the following shall apply:

WAITING DAYS BASED ON ABSENCES IN PREVIOUS PAYROLL YEAR								SICK DAYS PAYROLL YEAR	
OCCURRENCES →									
ACCUMULATED SE RVICE ↓								FULL	HALF
6 Mos. 1 Yr.	3 DAYS FOR ALL ABSENCES							10	10
1 Yr. 2 Yrs.	5	5	4	3	2	2	0	20	20
2 Yrs. 3 Yrs.	5	5	4	3	2	1	0	25	50
3 Yrs. 4 Yrs.	5	5	4	3	2	1	0	30	60
4 Yrs. 5 Yrs.	5	4	3	2	1	1	0	35	70
5 Yrs. 6 Yrs.	5	4	3	2	1	1	0	50	100
6 Yrs. 7	4	4	3	2	1	1	0	60	120

Yrs.									
7 Yrs. — 8 Yrs.	4	4	3	1	1	0	0	70	140
8 Yrs. — 9 Yrs.	4	3	3	1	1	0	0	90	130
9 Yrs. — 10 Yrs.	3	3	2	1	1	0	0	100	130
10 Yrs. — 15 Yrs.	2	2	1	1	0	0	0	130	130
15 Yrs. — 20 Yrs.	2	2	1	0	0	0	0	145	115
20 Yrs. or More	2	1	1	0	0	0	0	160	100

WAITING DAYS BASED ON ABSENCES IN PREVIOUS PAYROLL YEAR								SICK DAYS PAYROLL YEAR	
OCCURRENCES →	6	5	4	3	2	1	0		
ACCUMULATEDS SERVICE ↓								FULL	HALF
6 Mos. - 1 Yr.	3 DAYS FOR ALL ABSENCES							10	10
1 Yr. - 2 Yrs.	5	5	4	3	2	2	0	20	20
2 Yrs. - 3 Yrs.	5	5	4	3	2	1	0	25	50
3 Yrs. - 4 Yrs.	5	5	4	3	2	1	0	30	60
4 Yrs. - 5 Yrs.	5	4	3	2	1	1	0	35	70
5 Yrs. - 6 Yrs.	5	4	3	2	1	1	0	50	100
6 Yrs. - 7 Yrs.	4	4	3	2	1	1	0	60	120
7 Yrs. - 8 Yrs.	4	4	3	1	1	1	0	70	140
8 Yrs. - 9 Yrs.	4	3	3	1	1	1	0	90	130

9 Yrs. - 10 Yrs.	3	3	2	1	1	1	0	100	130
10 Yrs. - 15 Yrs.	2	2	1	1	1	1	0	130	130
15 Yrs. - 20 Yrs.	2	2	1	1	1	1	0	145	115
20 Yrs. or More	2	1	1	1	1	1	0	160	100

9) **Modify Article XII Section 2: FML Time:** Run FML time concurrent with sick pay.

Section 11. Benefits will not be paid unless the employee adopts such remedial measures as may be commensurate with his or her condition and permits such reasonable examinations and inquiries by the Company's representative as in the judgment of the Company may be necessary to ascertain the employee's condition.

Absences qualifying under both Sick Leave and Family and Medical Leave Act shall run concurrently. to the extent permissible by law.

10) **Examinations - Article XII Section 11: In house examinations:** Provides the company the authority to require in house examinations by the company's physician.

Modify section 11

Section 11. Benefits will not be paid unless the employee adopts such remedial measures as may be commensurate with his or her condition and permits such reasonable examinations and inquiries by the Company's representative as in the judgment of the Company may be necessary to ascertain the employee's condition. Additionally, the company may require examination of the employee by its doctor to determine the status of the employee's inability to work.

11) Safety Modify Article 16

ARTICLE XVI

Safety

Section 1. In the interest of safety, continuity of service, and efficient orderly operation, the Union agrees that its members will abide by the Company rules and regulations. Accordingly, it is understood by both the Union and Company that all rules and regulations now in effect or as adopted or changed in the future, shall be strictly enforced and observed at all times. However, no rule or regulation shall be adopted which is contrary to the law or to the terms of this Agreement, except at a legally enforceable order of an agency of the government.

Section 2. No employee shall be required to work alone on jobs which, by reason of their complexity and unusual hazard, are required by the Company safety rules to be worked only with a qualified helper. All employees are expected, required, and directed to observe, without fail, all Company safety rules and to attend safety meetings as scheduled.

Section 3. The Company and the Union agree to cooperate in maintaining safe work practices. In furtherance of this undertaking, it is agreed that the parties will comply with the rules set forth in the ~~FirstEnergy Fossil Plant Accident Prevention Handbook~~ Generation Personal Safety Manual, which may be amended by the company from time to time.

Any claim or alleged violation of the rules contained in the ~~Accident Prevention Handbook~~ by either the ~~Company~~ Generation Personal Safety Manual or an employee represented by the Union shall be subject to the grievance procedure (Article VIII) of this agreement.

Safety Handbook Proposal to Replace Safety Manual

(Originally Presented to I.B.E.W. Local 272 May 23, 2014)

The Company hereby proposes to substitute the attached Generation Personal Safety Manual (GEN-SAF-0001 R01 ~~GEN-SAF-0001 R02~~) for the Fossil Plant Accident Prevention Handbook. This proposal is made in good faith and in recognition of the longstanding and ongoing bargaining relationship between the Union and the Company. (See summary of changes attached to this document)

12) Company Proposal 1 and 2 – Flexible Benefits and Medical Opt Out

Revise Article XVIII, Section 2 and 3; Delete Appendix B (Revised July 21, 2015)

Section 2. Flexible Benefit Plan and Other Benefits. Effective on the first day of the first month after the date of ratification, the Company will maintain its Flexible Benefits Plan to provide for Medical and Prescription Drug coverage (if elected by the Union as set forth below), Dental Care, Vision Care ~~(Basic and Supplemental)~~, Group Life Insurance ~~(Basic and Supplemental)~~, Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Flexible Spending Accounts, Long-Term Disability and Long Term Care, which are outlined in the FirstEnergy Employee Compensation and Benefits Handbook (“Benefits Handbook”). The Company will also have in effect a Business Accident Travel Insurance, Adoption Assistance Program, Military Leave, a Catastrophic Assistance (“CARE”) Program, and the FirstEnergy Severance Benefit Plan which are outlined in the Benefits Handbook. Except as otherwise specified in this Article, participation in the Flexible Benefits Plan and other benefit programs set forth in this paragraph will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, as amended by the Company from time to time. An employee electing to participate in any of the benefit plans set forth in the Benefits Handbook shall be required to contribute the same monthly contribution required by the Company of its non-bargaining unit employees unless otherwise set forth below, which includes 100% of the cost for the dental and supplemental vision plan. Employees will have the option annually to enroll or reenroll into various plan options subject to certain provisions contained herein. New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.

Beginning with the plan year of 2016 and each plan year thereafter for the term of this Agreement, employees who are enrolled in one of the Company’s High Deductible Health Plans will receive a deposit into their health savings account of \$500 (for an individual with single health care

coverage) or \$1,000 (for an individual enrolled in any of FirstEnergy's other tiers of coverage). Employees not enrolled in a FirstEnergy High Deductible Health Care Plan, may elect to receive a contribution into their 401K retirement account of \$500 (for an individual with single health care coverage in a FirstEnergy plan, opt out plan or who waived coverage) or \$1,000 (for an individual enrolled in other tiers of coverage in a FirstEnergy or opt out plan). Employees are not required to make a contribution in order to receive the Company 401K contribution and such 401K contributions are not eligible for any Company match. The Company 401K contributions will be made by March 31 of each plan year, in accordance with applicable regulations.

Section 3. Group Health Insurance Plan Effective January 1, 2010, through February 15, 2013, the Company shall provide as its base plan the PPO 500/80/20 plan and the Rx 400 prescription plan as set forth in Appendix B (the "Plan"). Effective January 1, 2010, through February 15, 2013, for the base plan, each employee will pay 15% of the cost of coverage for himself and 25% of the cost of coverage for their spouse and/or dependent children. An employee shall not be responsible for payment of the monthly spousal or tobacco premium required by the Plan.

a. Effective January 1, 2016~~5~~ through December 31, 2016, the Company shall provide as its base medical plan ("Base Plan") the PPO 750/1500 and the Rx 100 prescription plan according to the following tables:

Base PPO Plan

	In-Network	Out-of-Network
Deductible	\$750/\$1,500	\$1,500/\$3000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$3,500/\$7,000	\$6,500/\$12,500
Office Visit	Subject to deductible And coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Lifetime Maximum	None	

Rx Base Prescription Plan

Retail	\$100 individual/\$200 family max. deductible 70% coinsurance; \$5/\$15/\$30 min. ¹ , \$100 max. 30-day supply with one refill Generic Drug Rule Applies
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Mail Order	Generic - 80% coinsurance; \$12.50 min Preferred (Formulary) - 75% coinsurance; \$37.50 min Brand Name - 75% coinsurance; \$75 min \$200 max. 90-day supply with three refills Generic Drug Rule Applies
Other Provisions	Mandatory Mail Order after one refill.
Out of Pocket Maximum	\$3,000 individual/\$6,000 family annually maximum combined retail and mail. Out of network - No limit

¹ Generic, Preferred (Formulary), Brand Name

Note: While the Base Plan is currently in compliance with the Affordable Care Act; the Company retains the right to make changes to the plans which may be required to ensure compliance in 2015 and 2016 after notification to the Union's Business Manager.

b. Effective January 1, 2017 through December 31, 2017, the Company will provide employees who are members of the Union with the Enhanced High Deductible Health Plan ("EHDHP") as its Base Plan, the provisions of which are described below:

2017 Enhanced High Deductible Health Plan*

	In-Network	Out-of-Network
Deductible	\$1,250/\$2,500	\$2,500/\$5,000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$4,500/\$9,000	\$8,500/\$17,000
Office Visit	Subject to deductible And coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Prescriptions	Subject to deductible and coinsurance Mandatory Mail Order after one refill. Generic Drug Rule Applies	Subject to deductible and coinsurance Mandatory Mail Order after one refill. Generic Drug Rule Applies
Lifetime Maximum	None	

* The deductibles and out-of-pocket maximums of the EHDHP are designed to qualify the plan as an eligible high deductible health plan for purposes of offering a Health Savings Account. The IRS determines these guidelines which may index over time. For 2014, the minimum deductible is \$1,250 single/\$2,500 family; the maximum out-of-pocket maximum is \$6,250 single/\$12,500 family. The Company shall continue to index the deductibles and out-of-pocket maximums in the EHDHP based on IRS guidelines to ensure the plan meets the requirements of a qualified HDHP for offering a Health Savings Account.

Note: While the EHDHP is currently in compliance with the Affordable Care Act; the Company retains the right to make changes to the plans which may be required to ensure compliance in 2017 after notification to the Business Manager.

c. ~~The remaining Other~~ options under the Medical Plan applicable to eligible employees ~~shall may~~ be established by the Company and on the same terms and conditions as are applicable from time to time for certain FirstEnergy bargaining and all non-bargaining unit employees.

~~It is also agreed that~~ If the Union elects coverage under the applicable Company ~~Base~~ Plan, as outlined above in Subsection a. and b., and a regular full-time employee enrolls in another medical plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage under the applicable Company ~~Base~~ Plan, then ~~the that~~ additional cost will also be paid by the employee. With the exception of the applicable Company ~~Base~~ Plan, as outlined above in Subsection a. and b., this does not preclude the company from changing the provisions or discontinuing the offering of any medical plan, at any time during the term of this Agreement.

d. Effective January 1, 2015 through December 31, 2016, for the Base Plan, each regular full-time employee will pay a maximum of 15% of the cost of appropriate level of coverage for him herself (employee only) and 25% of the cost of coverage providing the appropriate level of coverage for their spouse, employee plus children or family.

Effective January 1, 2017 through December 31, 2017, for the Base Plan, each regular full-time employee will pay a maximum of 20% of the cost of appropriate level of coverage for him herself (employee only) and 30% of the cost of coverage providing the appropriate level of coverage for their spouse, employee plus children or family.

~~It is also agreed that if a regular employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug plan as outlined in Appendix B (the "Plan"), then the additional cost will also be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude the Company from changing the provisions or discontinuing the offering of any health care plan other than the Plan at any time during the term of this Agreement.~~

Section 4. Retiree Health Care. Effective February 16, 2008 through November 30, 2015~~October 31, 2015~~February 15, 2013, the Company's contribution for medical and prescription drug coverage under its Plan, for an employee who retires on or after February 16, 2008 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his

eligible family members for Medicare and the cost of the Health Care Coverage according to the following tables:

Effective February 16, 2008 to November 30, 2015 ~~October 31, 2015~~ February 15, 2013

NO RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single	Retiree And Child(ren)	Retiree And Spouse	Family		
85	C-EC-M	C-EC-1M	C-EC-2M	C-EC-2M		
75	.75C-EC-M	.75C-EC-1M	.75C-EC-2M	.75C-EC-2M		
65	.50C-EC-M	.50C-EC-1M	.50C-EC-2M	.50C-EC-2M		
AT LEAST ONE RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single Medicare Eligible	Retiree and Child(ren) 1 Med. Elig.	Retiree and Spouse 1 Med. Elig.	Retiree and Spouse 2 Med. Elig.	Family 1 Medicare Eligible	Family 2 Medicare Eligible
85	C-EC	C-EC	C-EC-1M	C-EC	C-EC-1M	C-EC
75	.75C-EC	.75C-EC	.75C-EC-1M	.75C-EC	.75C-EC-1M	.75C-EC
65	.50C-EC	.50C-EC	.50C-EC-1M	.50C-EC	.50C-EC-1M	.50C-EC

Where:

M = Amount equivalent to the Medicare Part "B" premium

C = Cost of coverage in Comprehensive Preferred Provider Plan

EC = Employee contribution of health care premium

Effective February 16, 2008 through ~~November 30, 2015~~ ~~October 31, 2015~~ February 15, 2013, the Company's health coverage for an employee who retires during the term of this Agreement shall be in accordance with the terms and conditions of the health care plan in effect for a regular full-time represented employee. If the Union does not elect coverage under the Group Health Insurance Plan (as set forth below), the Company will contribute and forward payment to the Union for each employee who retires from February 16, 2008 through ~~November 30, 2015~~ ~~October 31, 2015~~ February 15, 2013 (and is participating in the Union's plan) the lesser of an amount equal to the contribution it would normally make for each retiree in accordance with the table above, or the amount actually charged by the Union's provider. This contribution must be used by the Union to purchase medical and prescription drug coverage for the retiree.

Effective November 30, 2015~~October 31, 2015~~, any current retiree eligible for a Company subsidy for retiree medical coverage in accordance with the terms of the parties' prior collective bargaining agreement and any active employee who retires during the term of this Agreement, shall not receive any Company subsidy for retiree medical coverage. Effective November 30, 2015~~October 31, 2015~~, the above-defined current and future retirees shall be eligible to participate in a group health care plan determined by the Company at the employee's sole expense. The terms, conditions, benefits, and eligibility requirements for such retiree group

health plan will be determined by the provisions of the applicable plan documents. This retiree group health care plan may be amended or terminated at any time during the term of this Agreement at the sole discretion of the Company, in accordance with the provisions of the applicable plan documents. Further, any disputes with respect to this retiree group health care plan shall be resolved in accordance with the review procedures set forth in the applicable plan documents, and will not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 5. Medical and Prescription Drug: Union Opt Out Plan. The parties agree that in the event the Company becomes subject to a penalty under the Patient Protection and Affordable Care Act (PPACA), the Company will be able to offer to the employees represented by Local 272 a suitable plan that meets the requirements of the Act/PPACA and therefore avoids any penalty to the Company.

Regardless of the Union, on behalf of its entire membership, shall have the option to withdraw from or reenter the Company Plan on effective January 1, 2015 and every January 1 thereafter while this Agreement is in effect. Otherwise the Union's employees must participate in the Company Plan. Except as noted in the paragraph above, in a year where the Union is permitted and has withdrawn from the Company Plan, employees will not have the option to participate in the Company Plan, except as noted above in this section. Instead, Employees who desire medical and prescription drug coverage will have the option to participate in a stand-alone Union sponsored Health Care Plan ("the Union Plan") subject to the following provisions: this Agreement.

1. Structure of the Opt Out Union Plan

A. The Union will may only arrange for the a fully insured health care and prescription drug Plan solely to provide health care benefits and associated costs for employees its members and Retirees who would otherwise be eligible to participate in the Company Plans.

B. The Union shall direct provide the Company specific written instructions directing the Company where to send the Company and Employee and Retiree contributions directly as outlined below. This authorization must include the name of the Insurer that the money will be sent to along with corresponding account information.

B.C. The Union must notify the Company by XXXXXXXXXXXX each year of its intention to opt out of the Company Plan.

By its signature below, the Union authorizes the Company to send all contributions for the Plan to the following:

Name of Insurer: Highmark
 Account Information: BNY Mellon Bank
 ABA #013000264
 Account Name: Highmark, Inc.

Account Number: 424-1882

2. Company Responsibilities

- A. The Company will provide the rates and contribution levels for the Company Plan portion of the Flexible Benefits Plan by July 1 of the preceding year.
- B. The Company will contribute and forward payment, as set forth in I.B. above, to the Insurer for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Company's Base Plans, provided the employee is enrolled in a comparable health care plan.
- a. Company and Employee contributions for the fully insured medical and prescription drug Union Plans will be forwarded on the first Friday of each month to the Insurer, depending upon the written direction instructions provided by the Union in I.B. above.
 - b. The Company will adjust its Company contributions to reflect changes in coverage status, provided that the Company has received satisfactory documentation of the reason for the coverage status change and the reason is a recognized qualifying event under the terms and conditions of the Company's Flexible Benefits Plan.
 - c. The Company will collect Employee contributions through payroll ~~perman~~ withholdings for Employees and Retirees where applicable. To the extent practicable, the Company will collect Employee premiums on a pre-tax basis and forward as outlined herein in the Collective Bargaining Agreement.
 - d. The Company will provide the Sponsor/Administrator with sufficient information regarding Employees, ~~Retirees~~ and new hires so that the Sponsor/Administrator can contact those individuals regarding enrollment. The Union will ensure that the annual open enrollment is conducted and the exchange of data between the Company and the Sponsor/Administrator and/or Insurer is in a mutually agreed upon and acceptable format.
 - e. The Company will inform the Union of the amount of Company health care rates and contributions for the next year's plans by July 1 of the current plan year.

3. Union Plan Responsibilities

The Union shall be the Sponsor of the Union Plan. The Union, or its designated Plan Administrator, is solely responsible for administering all aspects of the Union Plan, including without limitation, enrollment, customer service, claims processing, administering an effective dispute resolution and appeals process for Plan participants,

confirming the payment of medical and prescription drug claims through their identified carrier, maintaining and updating participant information, record keeping, COBRA administration, and all IRS Department of Labor and other government filings and reporting including Form 5500's, where applicable.

A. The Union must use contributions made by the Company, ~~and Employees and Retirees~~ solely to provide health care benefits and associated costs to ~~Company~~ participants in the ~~Union Plan~~.

B. The Union shall have its Broker or its Insurer bill the Company on a monthly ~~or other agreed upon basis~~ for the ~~Company contributions~~. Such billing will ~~set total~~ monthly health care premium, setting forth in reasonable detail the number of covered Employees, Retirees, ~~and~~ associated levels of coverage and ~~Company contributions owed~~ in an acceptable ~~Excel spreadsheet~~ format as specified by the Company. The Company will have the right upon reasonable notice to audit records for purposes of determining compliance with this ~~provision~~ Agreement.

C. ~~The Union shall~~ will ensure that it or its designated Plan Sponsor Administrator distributes open enrollment documents for new hires.

D. The Union will ensure that the annual open enrollment is conducted and the exchange of data between the Company and the Plan Administrator and or Insurer is in an acceptable format, as specified by the Company.

E. For every year in which the Union is opted out of the Company's Plan, by September 1st prior to a new plan year, the Union will provide the Company a summary of the health plans being sponsored by the Union including:

- Plan name(s)
- Summary of plan benefits. The union must verify that the plan(s) are fully insured plan(s).
- Total monthly premium cost of the plan(s), by each coverage tier
- Employee contributions for the plan(s), by each coverage tier (Total premium minus Company contribution)
- ~~Notify Company as to which carrier to remit payment~~

F. ~~After the Sponsor Administrator Union or its designated Plan Administrator conducts its enrollment, the Company requires~~ Union will provide the Company the following enrollment information in an ~~Excel spreadsheet~~ acceptable format, as determined by the Company, by November 15th, prior to a new plan year.

- Employee name (first and last in separate columns)
- Employee date of birth
- Employee SSN (no dashes and leading zeros)
- SAP number
- Dependent name (s)

- Dependent SSNs (no dashes and leading zeros)
- Plan elected, using the Alpha Group ~~applicable plan~~ codes
- Tier elected, using the Alpha Group ~~applicable plan group~~ codes

If this documentation is not provided, the employees will remain in the Company provided plan.

4. Employee ~~Retiree~~ Responsibilities

- A. The Union acknowledges that its ~~active and retired~~ members are responsible for timely remitting (through payroll, pension deductions or billing as applicable) all premiums owed for coverage provided by the ~~Plan~~.
- B. The Union acknowledges that its ~~active and retired~~ members are responsible for reviewing the Plan's coverage eligibility rules and for enrolling in and maintaining coverage for which they and their dependents are eligible.
- C. The Union acknowledges that because the Company will still be providing non-medical employee benefits outside the Plan, ~~Employees and Retirees participants~~ are responsible for notifying the Human Resource Service Center (HRSC) at the Company, within 31 days of any qualifying events, changes in dependent coverage eligibility, address changes or other information ~~changes or updates~~.

5. Opt-Back

Notice must be given to the Company by August 1 ("notice date") prior to the year the withdrawal, continued withdrawal, or reentry is to be effective. If the Union does not provide timely notice of its desire to withdraw (or remain withdrawn) from the Company Plan, then the Union's status will remain unchanged. The Union, on behalf of all Employees and Retirees, will have the option to withdraw from or reenter the Group Health Insurance portion of the Flexible Benefits Plan every year the Collective Bargaining Agreement is in effect provided it gives notice of its intent to do so by the preceding August 1st.

The Union on behalf of its entire membership shall have the option to withdraw from or reenter the Group Health Insurance Plan portion of the Flexible Benefits Plan every year while this Agreement is in effect, provided it gives notice of its intent to do so by the preceding August 1st. If the Union elects to withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan, it shall be solely responsible for providing health care coverage to its members and their families. The Union may not withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan until January 1 of each plan year. The Union cannot withdraw or reenter the Group Health Insurance Plan midway through any plan year. The Company will contribute and forward payment to the Union's health care provider for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Plan. This contribution must be used by the Union to purchase health care for its membership. The Union must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the terms of the Flexible Benefits Plan. Employees must notify the Union and the Company of the occurrence of a qualifying event and complete the appropriate form within thirty-one (31) days of the event.

~~The Company commits to meet with the Union a minimum of once a year to discuss the Plan, at the Union's request.~~

Section 64. Savings and Tax Deferral Plan. It is agreed that employees covered by this Agreement will continue to be eligible to participate in the Company's Savings and Tax Deferral Plan.

Section 75. Educational Assistance. It is agreed that employees covered by this Agreement will be eligible to participate in the Company's Educational Assistance program under the terms and conditions specified in the Company's Benefit Handbook.

14) Pension Cash - Balance Pension Plan for New Hires

Modify Article XVIII Section 2

Section 1. Pensions. It is agreed that the Company's retirement plan known as "FirstEnergy Corp. Pension Plan," (hereinafter the "Pension Plan") shall be applicable to employees covered by this Agreement who were hired prior to January 1, 2005. It is further agreed that such Pension Plan shall not, prior to ~~January 1, 2011~~ February 15, 2017, be subject to termination, or to any amendment which would change benefits applicable at the time of such amendment to any employee in the bargaining unit, except that the continuance of the Pension Plan as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Tax purposes of the costs of the Pension Plan and the continued tax-exempt status of the income of the Trust Fund and such Pension Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Pension Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Pension Plan into conformity or compliance with applicable governmental regulations; nor shall the Pension Plan as so amended be subject to demand for change or addition-to or negotiation by the Union until sixty (60) days preceding ~~January 1, 2011~~ February 15 2017.

Any employee hired on or after January 1, 2005 shall be eligible to participate in the FirstEnergy Corp., Pension Plan as applicable to employees hired on or after January 1, 2005, provided they meet the eligibility requirements set forth in the plan. As it pertains to an employee hired on or after January 1, 2005, the FirstEnergy Corp. Pension Plan shall remain in effect and unchanged until December 31, 2010.

Employees who are hired or rehired on or after January 1, 2015~~6~~ will not participate in the Pension Plan, but rather will participate in the FirstEnergy Cash Balance Pension Plan.

15) Use of Company Maintenance Resources – Amend Article IV as follows:

ARTICLE IV
Management Responsibilities

The Company has the responsibility and the duty to manage and control the plant facilities and their operations, including but not limited to the following:

- a. The determination of the extent of operation and the selection and use of equipment and facilities;
- b. The determination of the size of the work force, the classification of work and the number of employees to be assigned to each classification;
- c. The hiring, transfer, promotion and layoff of employees;
- d. The supervision, direction and assignment of employees; subject, however, to the provisions, conditions and limitation expressly set forth in this Agreement.

It is the policy of the Company not to employ outside contractors for work ordinarily and customarily done by its regular employees where such contracting would result in the layoff or demotion of employees or the reduction of hours of work below forty (40) hours per week. Except in emergencies, the parties agree to meet prior to contracting out work and discuss the scope of the work (as to description, location, and estimated duration) involved, and the portion, if any, to be performed by bargaining unit employees.

It is understood that the foregoing paragraph does not apply to grass cutting, all office janitorial, snow removal and floor waxing contracted on or after February 16, 1997 or to remaining janitorial work contracted on or after February 16, 1998.

Mobile Maintenance will continue to perform scheduled maintenance, projects and overhauls (collectively referred to hereafter as "Projects") at the Bruce Mansfield Plant. Effective November 1, 2015, FirstEnergy Mobile Maintenance employees and employees working on Resource Sharing assignments from other FirstEnergy facilities will also be used to supplement the bargaining unit to perform corrective backlog (planned, non-critical) work. These employees (Mobile Maintenance and other facility resource shared employees) may also perform forced, emergent maintenance work ordinarily and customarily done by regular Bruce Mansfield employees so long as it does not result in the layoff or demotion of employees or the reduction of hours of work below forty (40) hours per week.

16) Illness Verification - Amend Appendix D Requirements for Dr's note

II. Illness Verification

Throughout any payroll year an employee, upon reaching his ~~fifth (5th)~~ third (3rd) occurrence of whole day absence or when incurring ~~seventy-two (72)~~ twenty four (24) or more hours of absence due to non-industrial illness or injury (excluding hours relating to an inpatient

hospital stay), will be required to present sufficient evidence of his inability to work for the remainder of such payroll year.

17) Safety Shoes and Glasses

Modify Appendix E to Provide Annual Safety Allowance

Delete _____ SAFETY SHOES

~~The Company will reimburse employees in accordance with the Safety Shoe Program for safety shoes purchased equal to 30% of the purchase price, but in no case shall such amount exceed \$30.00 per pair.~~

~~_____ PRESCRIPTION SAFETY GLASSES~~

Retain: It is understood that in the event of the abuse of any of the above provisions by an employee, all such programs shall be withdrawn as to that employee.

Replace with the following:

It is agreed that in the first bi-weekly paycheck following February 15 of each year, the Company will provide an annual safety allowance of \$120.00 to each employee. This allowance must be used by employees for the purchase of personal protective equipment such as safety shoes and prescription safety glasses.

It is understood that in the event of the abuse of any of the above provisions by an employee, all such programs shall be withdrawn as to that employee.

18) Random Testing - Modify Appendix K to add Random Alcohol Testing

Appendix K

Random Drug and Alcohol Testing

A. Commencing upon the effective date of the Agreement, all bargaining unit employees will be subject to random drug and alcohol testing without notice, utilizing the procedures and protocols currently in place under Department of Transportation (DOT) regulations.

B. Any bargaining unit employee testing positive on any drug or alcohol test, (at or above the thresholds established for a positive drug or alcohol screen from time to time by the Department of Transportation), will be immediately suspended without pay pending further investigation. If positive test results are confirmed, the employee will be presented a Last Chance Agreement (LCA). Commencing upon the signing of the LCA, the employee has thirty (30) days in which to submit to and pass a return to work physical and drug and alcohol screen. In order to successfully pass the return to work drug and alcohol screen, the employee must test below the afore-mentioned D.O.T. testing thresholds.

The first ten (10) working days of this period will be considered a suspension, without pay. Following the suspension, the employee, if unable to immediately return to work, is eligible for sick pay during the remaining period of time if reasonable evidence is presented that the employee is enrolled in an Approved Rehabilitation Program. An Approved Rehabilitation Program is defined as any rehabilitation program for which reimbursement is available under the Company's health care plan. With respect to the thirty-day period specified above, the Company will consider expanding the period and the employee's eligibility for sick pay during that period on a case-by-case basis when circumstances beyond the control of the employee make it equitable for the Company to do so.

C. A refusal to sign the LCA under subsection B, above, will be considered cause for discharge under Article VI, Section 2, of the collective bargaining agreement and the Union will not grieve such discharge unless there is an issue with respect to the testing protocol.

D. An employee who signs the LCA will be subject to the following requirements:

1. The cost of any Approved Rehabilitation Program will be paid in accordance with the Company's health insurance plans.
2. A failure to pass the return to work drug and alcohol screen, as defined in paragraph B, will be considered good and sufficient reason for discharge under Article VI of the collective bargaining agreement. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
3. Upon successful completion of the return-to-work physical, including ~~the a~~ drug and alcohol screen, the employee will be returned to his or her prior job, with no loss of seniority.
4. Upon return to active employment, the employee will be subject to discretionary follow-up drug and alcohol testing for a period of two (2) years, or longer, if mandated by a substance abuse professional in accordance with Department of Transportation regulations, (as well as random drug and alcohol testing in the same manner as any other employee), commencing with the date of his or her actual return to work. Such an employee may be subjected to drug and alcohol testing at any time, without notice, at the discretion of the Company.
5. A failure to meet any of the conditions of the LCA, including following the recommendations of the Substance Abuse Professional or any subsequent drug or alcohol test on which the employee tests positive will be considered good and sufficient cause for discharge. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
6. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee will be subject to random drug and alcohol testing in the same manner as any other bargaining unit employee.

7. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee's disciplinary record will not be expunged and the suspension may be used in the consideration of appropriate discipline for other violations of Company policy.

E. An employee who voluntarily comes forward and seeks rehabilitation will not be required to sign a LCA, but instead will be dealt with in accordance with the Drug and Alcohol Policy. It will not be considered coming forward voluntarily when an employee comes forward after being selected for a random drug or alcohol test or any other Company-administered drug or alcohol test. In those cases, the employee may still come forward but will be subject to signing a LCA in order to retain his or her job.

19) Resource Sharing (Revised Proposal)

Add Memorandum of Agreement to the Collective Bargaining Agreement

Appendix XX Resource Sharing

Employees at the Bruce Mansfield Plant may be directed to travel from their normal stations or place of employment to any FirstEnergy Generation LLC, FENOC or FirstEnergy Utility or Company facility as the workload requires. When the Company deems it necessary to assign employees to resource share, it will first seek volunteers, from the appropriate job classification, qualified for such assignments. If sufficient volunteers are not obtained, necessary qualified employees may be assigned by the Company to work in locations that are within 100 driving miles of Bruce Mansfield Generating Station as measured by Google Maps. Such assignments will be in inverse order of Job Classification Seniority.

a. When working remotely, starting times for day shift will be between 6:00 am and 8:00 am. Starting times for afternoon shift will be between 2:00 pm and 4:00 pm. Starting times for evening shift will be between 10:00 pm and midnight.

b. When supplementing the host location's workforce, Bruce Mansfield employees will work the same schedule as the host plant.

c. When employees are sent to any Facility which is within 60 driving miles of Bruce Mansfield Generating Station, as measured by Google Maps, paid hours will normally begin at the job site.

d. When employees are sent to any plant which is more than 60 miles but less than 100 miles from Bruce Mansfield Generating Station, as measured by Google Maps, the Company shall pay to each employee so reporting a transportation allowance in accordance with the IRS Guidelines for one daily round trip and a daily per diem for meals and incidental expenses as set forth in the GSA CONUS tables. The employee will be required to travel to these plants on his or her own time; paid hours will normally begin at the job site.

e. When employees are sent to a location 100 driving miles or more from Bruce Mansfield Generating Station, as measured by Google Maps, the Company shall pay to each

employee so reporting a transportation allowance paid in accordance with the IRS Guidelines for one round trip per week and a daily per diem for lodging, meals and incidental expenses as set forth in the GSA CONUS tables. Employees traveling to these plants will travel on Company time to the job site at the beginning and end of the job. Assignments greater than 100 driving miles will be on a voluntary basis.

f. All mileage will be actual miles traveled to the assigned reporting place travelling from their home directly to the reporting place.

g. If employees are required to transport special tools or equipment requiring particular attention to load, they will be paid for any additional time caused by the transport greater than their normal commute to that location. (This does not apply to personally issued equipment such as lap tops, phones, tool bags/boxes or personal protective equipment.) Employees will not be required to transport substantive Company materials or equipment in their personal vehicles, beyond ordinary tools, tool bags/boxes, or equipment easily carried or transported.

h. When crew members are directed to report to a remote location to begin their shift, and then directed to report to another facility within the same day, they will be compensated for all time in transit to the second site and reimbursed for any mileage incurred to the second site in their personal vehicle which is greater than their normal commute.

i. Employees have no claim to overtime based on the work of other employees working under Resource Sharing.

k. Employees will not be required to work as replacement workers in a labor dispute.

l. An employee's inability to obtain unescorted access in a nuclear facility will not adversely affect his job status with FEGCO.

20) Work Locations

Eliminate MOA Work Locations

MEMORANDUM OF AGREEMENT

It is agreed that the interpretation of Article VI, Section 4, shall be guided, as applicable, and that area job vacancies during the term of this Agreement shall be filled in the following manner:

An employee in the classification in which a vacancy occurs will be allowed, once per year, by bid to fill the vacancy on the basis of his or her job seniority. A maximum of two (2) lateral moves on any vacancy will be allowed per classification. As an exception to this, if work locations other than those listed below are established, jobs therein shall be open to all employees on the basis of their job seniority and any move caused by the new work location will not be counted as above.

1. Work locations for purposes of this Memorandum shall be:

SECTION	WORK LOCATION
Electrical	1. Inside 2. Outside
Instrument & Test	1. Lime & Sludge 2. SO ₂ 3. Boiler
Lime & Sludge Handling	1. Rotating Shift 2. Relief Shift
Mechanical Maintenance	1. Boiler 2. Turbine 3. SO ₂ 4. Lime & Sludge 5. Shift
Operations	1. Rotating Shift 2. Relief Shift
Storeroom	1. Inside 2. Outside 3. Shift

~~Yard~~

1. ~~Operations~~

2. ~~Maintenance~~

3. ~~Lime, Relief & Equipment~~

~~Work locations are established for the Plant Helper
job classification in the following areas:~~

1. ~~Inside~~

2. ~~Outside~~

**21) Term of Agreement – Modify Article XIX to reflect the term of the agreement,
(Expiration Date February 15, 2017)**

2014 Negotiations
FirstEnergy and IBEW 272
Safety Handbook – Initial Negotiations

The Company met with IBEW Local 272 to discuss amendments to the Generation Safety manual. The parties met on the following dates

May 9, 2014
May 19, 2014
May 23, 2014
May 29, 2014
May 30, 2014
June 3, 2014
June 6, 2014
June 11, 2014
June 19, 2014 (a summary was prepared and handed to the union at this meeting)

Following these meetings the union requested to move the safety handbook negotiations into regular contract negotiations and FirstEnergy agreed to this.

Attached to this cover sheet is a summary of the changes to the Accident Prevention handbook that were discussed during the above referenced meetings.

Modifications to Safety Handbook

BMP Provided to I.B.E.W Local Union 272

June 19, 2014

1. General

Introduction

Responsibilities

Scope

Safety Practice Deviation

Review and Approval of Safety Manual

Contents from APH (P.2-3) Items 100-103.5 to be replaced with GPSM (P. 1-7) Items 100-105.1.

2. Asbestos

Subject not covered in APH – material is added in GPSM (P. 8-9) Items 200-200.4

3. Barricades Barriers and Signs

Contents from APH (P. 46) 413.1 and 413.2 to be replaced with GPSM (P.10-13) Item – 300 – 300.12.

4. Floor or Ground Openings

Subject not covered in APH – material is added in GPSM (P.14-15) Item 400 – 400.7.

5. Bulk Material – Coal/Lime

General – a general section is not included in APH – material is added in GPSM (P. 16) Items 501 – 501.5 provides general rules applicable in Bulk Material.

Railroad Cars – contents from APH (P. 69) 609.1 – 609.29 to be replaced with GPSM (P.16 – 17) Items 502 -502.15.

Conveyors – contents from APH (P. 80-81) 902.1 – 902.11 to be replaced with GPSM (P17 – 19) Items 503 – 503.8.

Towboat/Tugboat and Barge Operations – contents from APH (P. 72-73) 610-610.12 to be replaced with GPSM Items 505 -505.12.

Barge Unloading Operation – contents from APH (P.73-74) 611-611.7 to be replaced with GPSM (P.21-23) Items 506 – 506.20.

Mooring Cells – subject not covered in APH – material is added in GPSM (P.23) Items 507-507.3.

Cables, Chains and Ropes – subject not covered in APH – material is added in GPSM (P.23) Items 508 – 508.3.

Mobile Coal Moving Equipment – subject not covered in APH – material is added in GPSM (P. 23) Items 509 – 509.4.

Lime Handling – subject not covered in APH – material is added in GPSM (P. 24) Items 510 – 510.3.

6. Carbon Monoxide

Subject not covered in APH – material is added in GPSM (P. 25) Items 600 – 600.3

7. Chemical Control

General – contents from APH (P.49) Items 501 – 501.7 material is substituted in GPSM (P. 26) Items 700.1 – 700.6 provides general rules applicable in Chemical Control.

Hazard Communication Program – contents from APH (P. 51-53 Items 503 – 503.3 material is substituted in GPSM (P.26) Items 701.1 – 701.3.

Chemical Labeling – Contents from APH Item 503 referenced above is substituted in GPSM (P.27-28) Items 702 – 702.2.

Chemical Laboratory – subject not specifically listed in APH – material is added in GPSM (P.28) Items 703 – 703.5.

Chemical Cleaning – Major Equipment/Operating Systems - subject not specifically listed in APH – material is added in GPSM (P.29) Items 704-704.5.

8. Coating Applications

Subject not covered in APH – material is added in GPSM (P.30) Items 800 – 801.8.

9. Cold Stress

Subject not covered in APH – material is added in GPSM (P.31-33) Items 900-902.4.

10. Compressed Gas

General Safe Work Practices - Contents from APH (P. 54 - 57) Items 505-505.24 to be replaced with GPSM (P. 34) - Items 1001-1001.18.

Transporting and Moving Cylinders - Subject not covered in APH – material is added in GPSM (P.37-38) Items 1002-1002.9.

Storage - Subject not covered in APH – material is added in GPSM (P.38-39) Items 1003-1003.9.

Hydrogen - Subject not covered in APH – material is added in GPSM (P.40) Items 1004-1004.5.

11. Confined Space

Contents from APH (P. 18) Items 115-115.7 to be replaced with GPSM (P.41) Items 1100 – 1100.6.

12. Crane Operations and Rigging

Contents from APH (P. 59) Items 603-603.23 and 604-604.17 to be replaced with GPSM (P.42) Items 1200-1200.7., also reference Fossil FGP-MNT-0022.

13 Cryogenic Liquids

Subject not covered in APH – material is added in GPSM (P.43-47) Items 1300-1303.4

14. Diving Operations

Subject not covered in APH – material is added in GPSM (P.48) Items 1400-1401.1.

15. Electrical Safety – Need plant and Safety Review

Electrical Safety, Protective Equipment, Barrier for Electrical Work Areas, Clothing, Insulating Gloves -Contents from APH (P. 33) Items 401-401.12 and (P.42-43) 409-409.15 to be replaced with GPSM (P.50-52) Items 1500-1504.3).

Working Near Energized Equipment - Contents from APG (P. 43) Items 410 – 410.5. and 411-411.10, 402.1 – 402.5 and 404-404.11 to be replaced with Items GPSM (P. 52-54) Items 1505- 1505.5.

Batteries – Content from APH (P. 37-39) Items 405.1-406.6 to be replaced with GPSM (P.54-56) Items 1506 -1506.12

Transmission and Transformer Yard Safety Subject not covered in APH – material is added in GPSM (P.56-57) Items 1507-1507.4.

Grounds – Installation/Removal & Exciter/Generator Brushes – Content from APH (P.39-40) Items 407 – 407.5 & 408.1 – 408.1, material is to be replaced with GPSM (P. 57-58) Items 1508-1508.2.

and items to be added include:

Capacitors - material is added in GPSM (P.58) Items 1510-1510.01.

Electrical Cords, Temporary Wiring and GFCI – (P. 58-), Items 1511-1511.3 and 1512 Vehicular an Mechanical Equipment Items 1512 – 1512.2

16. Excavation/Trenching

Add 1600-1601 – with noted reference to FirstEnergy Corp Evacuation Safety Program.

Backhoe/Front Loader/Skid Steer Operation - Content from APH (P. 59) Items 602-602.8 to be replaced with GPSM (P. 60-61) Items 1601- 1601.9.

17. Fall Prevention/Fall Protection

Content from APH (P.29-32) Items 304-307.13 to be replaced with GPSM (P. 62-68) Items 1700 – 1701.7.

18. Fire Prevention

Content from APH (P. 9-10) Items 110-110.9 to be replaced with GPSM (P. 69 – 70) Items 1800 – 1800.8

19. Hand, Portable Power Tools & Bench Grinder

Content from APH (P.29-30) Items 301 – 301.16, (P.27) 302-302.14, and (P. 32) 309-309.6 to be replaced with GPSM (P.71-76) Items 1900-1901.6.

20. Heat Stress

Content from APH (P 11. Item 133.7(h) – is to be replaced with GPSM (P.77-80) Item 2000 – 2000.4.3

21. Housekeeping

Content from APH (P.8-9) Items 109 – 109.7 to be replaced with GPSM (P81) Items 2100-2100.7.

22. Hydrogen Sulfide

Subject not covered in APH – material is added in GPSM (P.82) Items 2200-2200.2.

23. Incident Reporting

Content from APH (P. 3-4) Items 104-104.4 to be replaced in GPSM (P.83-85) Items 2300-2300.3

24. Job Safety Analysis

Subject not covered in APH – material is added in GPSM (P.86) Items 2400-2401.

25. Ladders

Content from APH (P. 11-13) Items 112-112.25 to be replaced in GPSM (P. 87-92) Items 2500-2507.1.

26. Lead

Content from APH (P.57) Items 506-506.5 to be replaced in GPSM (P. 93-94) Items 2600-2604.

27 Lifting/Back Safety Principles

Content from APH (P.17-18) Items 114-114.8 to be replaced in GPSM (P. 95-97) Items 2700 – 2704.

28. Lift Truck Operations

Content from APH (P. 67-69) Items 608-608.21 to be replaced in GPSM (P. 98-102) Items 2800-2802.29.

29. Material Handling

Subject not covered in APH – material is added in GPSM (P. 102-104) Items 2900-2901.10.

30. Office Safety

Subject not covered in APH – material is added in GPSM (P. 105-106) Items 3000-3000.10

31. Parking Lot Safety

Content from APH (P. 16) Item 204-204.9– material is added in GPSM (P. 107) Items 3100-3100.12.

32. Personal Protective Equipment

Content from APH (P. 4-6) Items 106-106.10, and (P. 6-7) Items 107-107.5 to be replaced in GPSM (P.108-120) Items 3200-3210.4)

33. Personnel/Aerial Lifts

Content from APG (P. 46-49) Item 414-415.15 to be replaced in GPSM (P. 121-123) Items 3300-3302.12.

34. Positive Control of Tools and Equipment

Subject not covered in APH – material is added in GPSM (P. 124-129), to include the following:

Objective – Items 3400-34010.1

Worksite Evaluation- spot check – Items 3402-3402.1

Material Handling –Tools and Equipment Items 3403-3403.6

Line of Fire – Working at Heights Items 3404-3404.4

Material Storage/Staging Items 3405-3405.5

35. Pre Job Briefings

Content from APH (P. 4) Items 105-105.5 to be replaced in GPSM (P.128-129) Items 3500-3501.4.

36. Radiation and Lasers

Subject not covered in APH – material is added in GPSM (P. 130) Items 3600-3600.8.

37. Respiratory Protection

Content from APH (P. 7-8) Items 108.1-1088 to be replaced in GPSM (P.131) Items 3700-3700.4.

38. Scaffold Standards

Content from APH (P.28-29) Items 303-303.11 to be replaced in GPSM (P. 132-134) Items 3800-3800.22.

39. Slips, Trips and Falls

Subject not covered in APH – material is added in GPSM (P. 135-137) Items 3900-3900.19

40. Tagging Procedures

Content from APH (P. 38) Items 405.5-405.7 to be replaced in GPSM (P. 138-139) Items 4000-4001.1.

41. Vehicle Safety

Content from APH (P. 20-25) Items 200-205.16 to be replaced in GPSM (P. 140-142) Items 4100-4100.3. as well at items under Motor Vehicle Transportation below.

42. Motor Vehicle Transportation (P. 143-146) Items 4200-4203.3

43. Welding and Thermal Cutting

Content from APH (P. 74-75) Items 700-701.20

- (P. 76-77) Items 702-702.10
- (P.77-78) Items 703-703.6

to be replaced in GPSM (P.147-151) Items 4300-4400.3

2014 Negotiations

FirstEnergy and IBEW 272

Safety Handbook – Initial Negotiations

The Company met with IBEW Local 272 to discuss amendments to the Generation Safety manual. The parties met on the following dates

May 9, 2014

May 19, 2014

May 23, 2014

May 29, 2014

May 30, 2014

June 3, 2014

June 6, 2014

June 11, 2014

June 19, 2014 (a summary was prepared and handed to the union at this meeting)

Following these meetings the union requested to move the safety handbook negotiations into regular contract negotiations and FirstEnergy agreed to this.

On July 21, 2015 the parties met and the Company provide the union with new amendments to the Generation Safety Manual that had occurred since the prior revisions had been discussed with the union. These proposed changes brought all proposed changes that have been incorporated before IBEW Local 272

Changes of the Generation Personal Safety Manual, Rev 1 to Rev 2

Note- most references within () are Rev.1 section numbers of the GPSM

- 102 Responsibilities -pg. 1

Responsibilities; added healthy, safe to section 102.1

Core Life-Saving rules updated to use acronym CRAFT

- 200 Asbestos- pg. 9

Modified 200.1

Added bullet to 200.3

- 300 Barricades Barriers and Signs- pg. 13

Modified 301.11 combined bullets

*****Note Section numbers have changed from here on to correspond to realignment of Sections*****

- 400 (was 500) Bulk Material – Coal/Lime- pg. 15

401.1 (501.1) modified

403.6 (503.6) modified

403.8 (503.8) modified

404.1 & .2 (504.1 & .2) several uses of the word "red tag" removed

405.7 (505.7) modified to include content from (505.11) (deleting 505.11)

- Moved - Carbon Monoxide (600)

Added to section 600 Chemicals.

- 500 (700) Chemical Control – pg. 24

501.1 (701) Combined .1 and .2

503 Laboratory Safety (703) title changed

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- 600 Chemicals- new section- pg. 28
4 chemicals placed in this section, 2 not in previous GPSM Rev 1
- 700 (800) Coating Applications- pg. 32
No changes
- 800 (900) Cold Stress -pg. 33
No changes.
- 900 (1000) Compressed Gas- pg.36
Added to section 901.1 (1001.1)
901.2 (1001.2) removed word small
901.11 (1001.11) defined length
902.9 (1002.9) removed word (dewars)
- 1000 (1100) Confined Space - pg.43
No change
- 1100 (1200) Crane Operations and Rigging- pg. 44
No change
Incorrect reference on 1100.4
- 1200 (1300) Cryogenic Liquids - pg. 46
No change
- 1300 (1400) Diving Operations -pg. 50
Added new section 1301.2

- **1400 (1500) Electrical Safety –pg. 51**
 - 1403 Subsection number is formatted incorrectly
 - Added new section 1413 Underground Cables based on new OSHA 1910.269 regs.
- **1500 (1600) Excavation/Trenching –pg. 62**
 - No change
- **1600 (1700) Fall Prevention/Fall Protection- pg. 64**
 - Section was amended to reflect new program.
- **1700 (1800) Fire Prevention- pg. 71**
 - No change
- **1800 (400) Floor Openings – pg. 73**
 - No change
 - (400.6) was left out in error, will return in Rev.3
- **1900 (back to original section number) Hand, Portable Power Tools & Bench Grinder – pg. 75**
 - Addition to 1900.26
 - Added 1901.7 per new OSHA 1910.269 regs.
- **2000 Heat Stress – pg. 81**
 - No change
 - Numbering (formatting) error in body
- **2100 Housekeeping – pg. 85**
 - No change
- **Moved Hydrogen Sulfide (2200)**

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Added to section 600 Chemicals.

- 2200 (2300- change in order numbering) Incident Reporting- pg. 86
2200.2 formatting change
- 2300 (2400) Job Safety Analysis- pg. 90
No change
- 2400 (2500) Ladders- pg. 91
Added section 2401.10
- 2500 (2600) Lead- pg. 97
No change
- 2600 (2700) Lifting/Back Safety Principles- pg. 99
No change
- 2700 (2800) Lift Truck Operations- pg. 102
Modified section 2702.29 (2802.29)
- 2800 (2900) Material Handling- pg. 107
No change
- 2900 (3000) Office Safety- pg. 109
No change
- 3000 (3100) Parking Lot Safety- pg. 111
No change

- **3100 (3200) Personal Protective Equipment-pg. 112**
 - Added to bullets in section 3104.6 (3204.6)
- **3200 (3300) Personnel/Aerial Lifts- pg. 124**
 - 5 items missed numbered (4000.1)
 - Formatting error 3201
 - Added to section 3201 third topic (3301.3)
 - Added to 3202.10 (3302.10)
- **3300 (3400) Positive Control of Tools and Equipment- pg. 127**
 - Added to section 3304.1 (to include old 3404.4/ deleted)
- **3400 (3500) Pre Job Briefings- pg. 131**
 - No change
- **3500 (3600) Radiation and Lasers- pg. 133**
 - No change.
- **3600 (3700) Respiratory Protection- pg. 134**
 - Error in formatting
 - No change
- **3700 (3800) Scaffold Standards- pg. 135**
 - Added new 3700.4 moved the others down one
- **3800 (3900) Slips, Trips and Falls- pg. 138**
 - No change

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- 3900 (4000) Tagging Procedures- pg.141
No change
- 4000 (4100) Vehicle Safety – pg. 143
Formatting error
No change.
- 4100 (4200) Motor Vehicle Transportation- pg. 146
No change
- 4200 (4300) Welding and Thermal Cutting- pg. 150
Added new 4200.17
- 4300 (4400) Water Safety – pg. 155
Modified 4300.1 (4400.1)

Rev 2 (Rev 1)

Case: 18-1654 Document: 12-6 Filed: 08/20/2018 Page: 123
Rev 2

Rev 1

102 Responsibilities -pg. 1			
	Responsibilities; added Healthy, safe to section 102.1	102.1 FirstEnergy Generation is committed to providing a healthy, safe and accident free work environment. It is the responsibility of every person employed at FirstEnergy Corp. to always be safety conscious in the interest of ourselves, our families, our fellow employees, and the general public. Consequences of not adhering to our Core Life Saving Rules may result in serious injury or death. As such, careless behavior or disregard for these rules is not acceptable.	102.1 FirstEnergy Generation is committed to providing an accident free work environment. It is the responsibility of every person employed at FirstEnergy Corp. to always be safety conscious in the interest of ourselves, our families, our fellow employees, and the general public. Consequences of not adhering to our Core Life Saving Rules may result in serious injury or death. As such, careless behavior or disregard for these rules is not acceptable.
	Core Life-Saving rules updated to use acronym CRAFT	To assist with retention of the Core Life Saving Rules use the acronym CRAFT <ul style="list-style-type: none"> • C - Confined Space Entry: All confined spaces must be evaluated for hazards and classified before entry for work or rescue activities. • R- Rigging / Lifting: Personnel shall not walk or work under a suspended load. • A- Arc Flash and Electrical Safety: Wear personal protective equipment (PPE) and utilize electrical safety work practices when working on or near exposed electrical equipment/parts. • F - Fall Protection: Utilize fall protection where there is a risk of a fall as described in the Generation Personal Safety Manual (GPSM) • T - Tagging Program / Clearance: The Clearance Program is the foundation of our FirstEnergy Generation safety program. Adherence to this program is mandatory to protect workers from all hazardous energy sources. 	N/A
200 Asbestos- pg. 9			
	Modified 200.1	200.1 Prior to performing any work on known or Potential Asbestos Containing Material (PACM), the Work Supervisor shall notify the Safety Representatives or station Asbestos coordinator to determine personal sampling requirements, PPE requirements, or other applicable provisions as outlined in the facilities asbestos management program.	200.1 Prior to performing any work on known or Potential Asbestos Containing Material (PACM), the Work Supervisor shall notify the Safety Representatives or station Asbestos coordinator to determine personal sampling requirements, PPE requirements, or other applicable provisions.
	Added bullet to 200.3	<ul style="list-style-type: none"> • Wiring 	N/A

500 Barricade Barriers and Signs- pg. 13			Case: 18-1654 Document: 12-6 Filed: 08/20/2018 Page: 124
	Modified 301.11 combined bullets	• Re-routing of travel paths and installing barriers such as netting and barrier tape and signs to warn employees in area of overhead hazards.	• Barrier tape and signs, and a safety watch if travel path cannot be rerouted to warn employees in area of the overhead hazards.
			• Re-routing of travel paths and barrier such as netting and barrier tape and signs to warn employees in area of overhead hazards.
Note Section numbers have changed from here on to correspond to realignment of Sections			
400 (was 500) Bulk Material – Coal/Lime- pg. 15			
	401.1 (501.1) modified	401.1 Smoking is prohibited in all coal handling areas.	501.1 Smoking shall be prohibited in all posted areas, all coal handling buildings, and enclosed work areas of coal handling operations.
	403.6 (503.6) modified	403.6 Any coal conveying equipment shall not be operated with guards or covers removed except for observation by repair employees.	503.6 Screw conveyors, flight conveyors, or bucket elevators shall not be operated with guards or covers removed except for observation by repair employees. In this instance, all personnel must stand clear of equipment.
	403.8 (503.8) modified	403.8 Any work or travel shall not be permitted around, on, or under any running coal conveying equipment unless properly guarded.	503.8 Clean-up work shall not be permitted around, on, or under any running belt conveyor if it is possible for any part of the body or any tool being used to contact any moving part of the conveyor.
	Several uses of the word "red tag" removed 404.1 & .2 (504.1 & .2)	404.1 Mills, crushers, and conveyors shall have a Clearance before performing interior work on adjacent chutes or hoppers. 404.2 No employee shall be permitted to enter any coal-receiving hopper, bunker, or silo without first obtaining a Clearance and following the procedures for entering a confined space.	504.1 Mills, crushers, and conveyors shall have a Clearance and be red tagged before performing interior work on adjacent chutes or hoppers. 504.2 No employee shall be permitted to enter any coal-receiving hopper, bunker, or silo without first obtaining a clearance and red tagged and following the procedures for entering a confined space.
	405.7 (505.7) modified to include content from (505.11) (deleting 505.11)	405.7 Routine inspections of all lines and cables must be performed. Frayed lines must be removed from service.	505.7 Routine inspections of all lines and cables must be performed. 505.11 Frayed lines must be removed from service.
Moved - Carbon Monoxide (600)			
	Added to section 600 Chemicals.		
500 (700) Chemical Control – pg. 24			

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	501.1 (701) Combined .1 and .2	<p>Case: 18-1654 Document: 12-6 Filed: 08/20/2018 Page: 125</p> <p>501.1 All sites are required to follow the FirstEnergy Corporate Hazard Communication Program. This Program applies to all Company workplaces in which employees may be exposed to hazardous chemicals under normal working conditions or during foreseeable emergency situations.</p>	<p>701.1 All sites are required to follow the FirstEnergy Corporate Hazard Communication Program.</p> <p>701.2 The FirstEnergy Hazard Communication Program applies to all Company workplaces in which employees may be exposed to hazardous chemicals under normal working conditions or during foreseeable emergency situations.</p>
	503 Lab Safety (703) title changed	503 Laboratory Safety	703 Chemical Laboratory
600 Chemicals- new section- pg. 28			
	4 chemicals placed in this section, 2 not in previous GPSM Rev 1	Ammonia, Carbon Monoxide, Hydrogen and Hydrogen Sulfide	N/A
700 (800) Coating Applications- pg. 32			
	No changes		
800 (900) Cold Stress -pg. 33			
	No changes.		
900 (1000) Compressed Gas- pg.36			
	Added to section 901.1 (1001.1)	901.1 Secure all cylinders when in use, transport, and storage. All cylinders shall be secured in an upright position with a fastening mechanism, 3/8" rope (minimum), 1/8" chain (minimum), scaffold wire or ratchet straps. The securing mechanism shall be on the top 1/2 of the cylinder. Several cylinders can be tied together. Certain cylinders are exempt from this requirement (e.g. medical oxygen SF6, etc.), review exemptions with Safety Rep.	1001.1 Secure all cylinders when in use, transport, and storage. All cylinders shall be secured in an upright position with a fastening mechanism, 3/8" rope (minimum), 1/8" chain (minimum), scaffold wire or ratchet straps. The securing mechanism shall be on the top 1/2 of the cylinder. Several cylinders can be tied together. Certain cylinders are exempt from this requirement (e.g. medical oxygen).
	901.2 (1001.2) removed word small	901.2 Compressed calibration cylinders shall be secured and stored in accordance with the manufacturer's instructions	1001.2 Small compressed calibration cylinders shall be secured and stored in accordance with the manufacturer's instructions.
	901.11 (1001.11) defined length	901.11 Store cylinders behind a fire-resistant shielding or 35 feet away from welding, cutting, and other spark-producing operations so sparks and slag will not reach them.	1001.11 Store cylinders behind a fire resistant shielding or far enough away from welding, cutting, and other spark producing operations so sparks and slag will not reach them.

902.9 (1002.9) removed word (dewars)	902.9 Transporting cylinders (dewars) requires that the cylinders be moved with no personnel other than the transporter in the elevator until the cylinder has reached its intended elevation.	1002.9 Transporting cylinders (dewars) in elevators requires that the cylinders be moved with no personnel other than the transporter in the elevator until the dewar has reached its intended elevation.
1000 (1100) Confined Space – pg. 43		
No change		
1100 (1200) Crane Operations and Rigging- pg. 44		
No change		
1200 (1300) Cryogenic Liquids – pg. 46		
No change		
1300 (1400) Diving Operations –pg. 50		
Added new section 1301.2	1301.2 A pre-diving meeting shall be conducted, reviewing water conditions, work to be performed, emergency procedures, etc.	N/A
1400 (1500) Electrical Safety –pg. 51		
Added new section 1413 Underground Cables based on new OSHA 1910.269 regs.	1413 Underground Cables 1413.1 Prior to conducting any work in a vault or manhole that involves moving or disturbing any underground cable that could lead to a fault, an inspection for abnormalities must be conducted. 1413.2 The inspection for abnormalities shall include the following: oil or compounds leaking from the cables or joints, broken cable sheaths or joint sleeves, hot localized surface temperatures or cables or joints, or swollen joints beyond normal tolerance. If any of these abnormalities exist, STOP and notify your supervisor.	N/A
1500 (1600) Excavation/Trenching –pg. 62		
No change		
1600 (1700) Fall Prevention/Fall Protection- pg. 64		
Section was ammended to reflect new program.		
1700 (1800) Fire Prevention- pg. 71		
No change		
1800 (400) Floor Openings – pg. 73		
No change		
1900 (back to original section number) Hand, Portable Power Tools & Bench Grinder – pg. 75		

	Addition to 1900.26	<p>1900.26 All utility knives must have retracting blades. No Fixed Blades such as:</p> <ul style="list-style-type: none"> • Straight blade - includes pocket knives • Razor blades 	<p>1900.26 All utility knives must have self-retracting blades. No Fixed Blades such as:</p> <ul style="list-style-type: none"> • Straight blade • Razor blades
	Added 1901.7 per new OSHA 1910.269 regs.	1901.7 A power saw shall be started on the ground or where it is otherwise firmly supported. Other saws (> 15 lbs) may only be drop started outside of bucket of aerial lift if area below is clear of personnel.	N/A
2000 Heat Stress – pg. 81	No change		
2100 Housekeeping – pg. 85	No change		
Moved Hydrogen Sulfide (2200)			
	Added to section 600 Chemicals.		
2200 (2300- change in order numbering) Incident Reporting- pg. 86			
	2200.2 formatting change (removed a.b.c.d. format)	<p>2200.2 When witnessing or discovering an on site ill or injured person who may require urgent medical attention, call the facility specific emergency number. Provide the following information:</p> <ul style="list-style-type: none"> • Your name and location • Type of emergency (fire, fall, shock, etc.) • How many personnel are involved and their names, if known • Type of assistance required • Location of victim • Give any other pertinent information <p>It is imperative to remain on the phone until released. Send someone to meet the first responders to direct them to the emergency area. Have someone notify the victim's immediate Supervisor, if possible.</p> <p>Do not move the injured person unless the person is in immediate danger.</p> <p>Follow the instructions of the first responders</p>	<p>2300.2 When witnessing or discovering an on site ill or injured person who may require urgent medical attention, call the facility specific emergency number. Provide the following information:</p> <ul style="list-style-type: none"> • Your name and location • Type of emergency (fire, fall, shock, etc.) • How many personnel are involved and their names, if known • Type of assistance required • Location of victim • Give any other pertinent information <p>a. It is imperative to remain on the phone until released. b. Send someone to meet the first responders to direct them to the emergency area. Have someone notify the victim's immediate Supervisor, if possible. c. Do not move the injured person unless the person is in immediate danger. d. Follow the instructions of the first responders.</p>

2300 (2400)	Safety Analysis- pg. 90	Case: 18-1654 Document: 12-6 Filed: 08/20/2018 Page: 128	
	No change		
2400 (2500)	Ladders- pg. 91		
	Added section 2401.10	2401.10 Personnel shall ascend and descend, facing the steps, whenever the angle of the stairs is >50 degrees (high angle stairs) except when site management determines other hazards are present and facing the steps creates a greater hazard.	N/A
2500 (2600)	Lead- pg. 97		
	No change		
2600 (2700)	Lifting/Back Safety Principles- pg. 99		
	No change		
2700 (2800)	Lift Truck Operations-pg. 102		
	Modified section 2702.29 (2802.29)	2702.29 Fork lifts shall be used as designed and intended. Modifications shall not be made to fork trucks unless written approval is received from the manufacturer. Attachments shall be properly rated, designed and approved by the manufacturer and/or Professional Engineer for the equipment they are used on.	2802.29 Fork lifts shall be used as designed and intended. Modifications shall not be made to fork trucks unless written approval is received from the manufacturer. Attachments shall be properly rated, designed and approved by the manufacturer and/or plant engineering for the equipment they are used on.
2800 (2900)	Material Handling- pg. 107		
	No change		
2900 (3000)	Office Safety- pg. 109		
	No change		
3000 (3100)	Parking Lot Safety- pg. 111		
	No change		
3100 (3200)	Personal Protective Equipment-pg. 112		

	Added to bullets in section 3104.6 (3204.6)	<p>Jobs Requiring Gloves</p> <ul style="list-style-type: none"> • Handling Materials, Sharp or Slippery Objects • Manipulating Valves • Working with Electricity • Handling Chemicals • Welding, Grinding and Torch Cutting • Using Knives or tools with sharp blades • Handling and Building Scaffold • Handling Wood, Metals or Insulation • Handling Hot or Cold Materials • Work on high temperature systems or freeze seal activities • Gardening or Outdoor Work • Hand Tools • Cables & Ropes • Security Searches 	<p>Jobs Requiring Gloves</p> <ul style="list-style-type: none"> • Handling Materials, Sharp or Slippery Objects • Manipulating Valves • Working with Electricity • Handling Chemicals • Welding, Grinding and Torch Cutting • Using Knives or tools with sharp blades • Handling and Building Scaffold • Handling Wood, Metals or Insulation • Handling Hot or Cold Materials • Work on high temperature systems or freeze seal activities • Gardening or Outdoor Work • Hand Tools • Cables & Ropes
3200 (3300) Personnel/Aerial Lifts- pg. 124			
	5 items missed numbered (4000.1)	section 3201	
	Added to section 3201 third topic (3301)	4000.1 (should be 3201.3) Approved company fall protection shall be worn and attached to boom or basket in articulating lifts and when manufacturer requires them for scissor lifts.	3301.3 Approved company fall protection shall be worn and attached to boom or basket in articulating lifts.
	Added to 3202.10 (3302.10)		
3300 (3400) Positive Control of Tools and Equipment- pg. 127			
	Added to section 3304.1 (to include old 3404.4/ deleted)	3304.1 Employees working overhead of other employees shall protect employees below from overhead hazards (i.e. netting, toe boards, overhead protection, signs, tool lanyards, etc).	3404.1 Employees working overhead of other employees shall protect employees below from overhead hazards (i.e. netting, toe boards, overhead protection, signs). 3404.4 Lanyards should be used on all tools where a drop could result in injury or equipment damage.
3400 (3500) Pre Job Briefings- pg. 131			
	No change		
3500 (3600) Radiation and Lasers- pg. 133			
	No change.		
3600 (3700) Respiratory Protection- pg. 134			
	No change		
3700 (3800) Scaffold Standards- pg. 135			

	Added new 3700.4 moved the others down one	3700.4 Yellow scaffold tag is used to identify precautions and limitations that shall be adhered to when using the scaffold. Precautions and limitations may include, but are not limited to, openings, fall protection, lack of toeboards or guardrails, etc	N/A
3800 (3900) Slips, Trips and Falls- pg. 138			
	No change		
3900 (4000) Tagging Procedures- pg.141			
	No change		
4000 (4100) Vehicle Safety – pg. 143			
	No change.		
4100 (4200) Motor Vehicle Transportation- pg. 146			
	No change		
4200 (4300) Welding and Thermal Cutting- pg. 150			
	Added new 4200.17	4200.17 Stored and "in use" cylinders shall be behind a fire-resistant shielding or 35 feet away from welding, cutting, and other spark producing operations so sparks and slag will not reach them.	N/A
4300 (4400) Water Safety – pg. 155			
	Modified 4300.1 (4400.1)	4300.1 Wear a life jacket or a utilize fall restraint while working around unprotected marine structures or open water where no guardrail or fencing is installed. A throw ring with a life line or equivalent shall be available at the work site.	4400.1 Wear a life jacket or a safety harness and lanyard while working around unprotected marine structures or open water where no guardrail or fencing is installed. A throw ring with a life line or equivalent shall be available at the work site.

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Negotiations BMP – LU 272
Revised Company Proposal 22 – Wages
Presented to Union July 21, 2015

Wages

Equity Adjustment: The current wage rate, in effect on July 1, 2015, at each step for all classifications will be increased by one-dollar (\$1.00) per hour, effective upon ratification.

ARTICLE XVII

Effective the date of ratification, a wage increase of five and one half percent (5.5%) will be granted on the wage rates in effect after equity adjustments outlined above. Effective one year following the date of ratification, a wage increase of two percent (2.0%) will be granted on the wages in effect at that time.

Modify Appendix A-1 A-2 to reflect the equity adjustment and General Wage Increases.

Modify Articles IX, and XIV

ARTICLE IX

Section 8. Where an assigned schedule includes a calendar Saturday and/or Sunday overtime rate will not be paid for such scheduled work, except that effective the date of ratification, an employee will be paid one dollar and eighty five cents (\$1.85) per hour, and effective February 16, 2010 an employee will be paid one dollar and ninety cents (\$1.90) per hour, and effective February 16, 2011 an employee will be paid one dollar and ninety five cents (\$1.95) per hour effective, and effective February 16, 2012 an employee will be paid two dollars upon ratification an employee will be paid two dollars five cents (\$2.05) per hour in addition to his regular straight-time rate for each scheduled straight-time hour worked on Sunday. Where assigned schedules include Saturday, Sunday and holiday work, all such schedules shall be rotated in such a manner as to equalize insofar as practicable Saturday, Sunday and holiday work among the employees involved. Employees who work their regular scheduled shift on Sunday will receive both the applicable shift premium and the Sunday premium.

ARTICLE XIV

Shift Differentials

Shift differentials will be paid only to full-time employees for work actually performed on shift schedules (as defined in Section 1 of Article IX) and shall be paid in the following amounts:

- a. For hours worked on the "Afternoon Shift" one dollar and thirty cents (\$1.30) per hour effective date of ratification, and one dollar and thirty five cents (\$1.35) per hour effective February 16, 2010, and one dollar and forty cents (\$1.40) per hour effective February 16, 2011 and one dollar and forty five cents (\$1.45) per hour effective February 16, 2012, one dollar fifty cents (\$1.50) per hour, effective upon ratification, provided, however, that when under the provisions of this Agreement an employee is entitled to receive his regular straight-time rate of pay for time not actually worked but devoted to grievance procedure, vacation, holidays, and other occasions not actually worked, shift differentials shall not be considered as a part of his regular straight-time rate of pay.

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b. For hours worked on the "Night Shift", ~~one dollar and thirty five cents (\$1.35) per hour effective date of ratification, and one dollar and forty cents (\$1.40) per hour effective February 16, 2010, and one dollar and forty five cents (\$1.45) per hour effective February 16, 2011 and one dollar and fifty cents (\$1.50) per hour effective February 16, 2012.~~ one dollar fifty - five cents (\$1.55) per hour, effective upon ratification.

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FirstEnergy - IBEW 272 Negotiations (Bruce Mansfield Plant)
Summary of Main Points of Company Comprehensive Offer #2 (September 17, 2015)

- Term – Expiration of 2/15/17
- Equity Adjustment – \$1.00 per hour for all classifications effective at contract ratification
- General Wage Increase
 - 5.5% effective at ratification and 2.0% effective one year after ratification
- Benefits (Key Points)
 - Medical
 - Updated Base Medical Plans outlined in the agreement
 - End Retiree Medical Box November 30, 2015
 - Pension
 - Pension benefits confirmed for term of the agreement (updated dates)
 - Cash Balance Pension Plan for new hires on or after January 1, 2016
 - \$500/\$1,000 annual contribution to HSA or 401K for active employees only. Contribution begins in 2016 calendar year
 - Vacation Proposals
 - Freeze current banked vacation allotment with no new vacation added
 - Replace current vacation language with Vacation Paid Absence Days language (VPAD Proposal)
 - Modified Wait Days for Short Term Disability Eligibility
 - Family Medical Leave Act will run concurrent with Sick pay
 - Add Alcohol to random testing program
- Operational items
 - Expanded Resource Sharing - flexibility to assign employees to work in other generation, utility and Company within FE
 - Ability to direct employees to work at other FE locations within 100 driving miles of Bruce Mansfield (Generation or Utilities)
 - Employees paid appropriate mileage and per diems (IRS Conus tables) when assigned
 - Eliminate MOA regarding Work Locations

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^{18-CA-163303}
CASE NO. ~~18-CA-170991~~ CASE NAME FirstEnergy

NO. OF PAGES 2 DATE 11/1/16 REPORTER JAO

- Maintenance flexibility
 - Expanded ability to utilize mobile maintenance employees and employees working on Resource Sharing assignments from other plants at Bruce Mansfield
- Safety Manual
 - Bruce Mansfield employees utilize the FE Generation safety manual which may be amended by the Company from time to time. This includes:
 - Amendment 1 GEN-SAF-0001 R01 (Red Manual to Yellow Manual)
 - Amendment 2 GEN-SAF-0001 R02 (Yellow Manual to Buff Manual)

Note: This is a summary only of the Company proposals, the specific language contained in Company proposals

Implemented Terms AGREEMENT

These terms and conditions of employment, effective _____, 2015 implemented by Bruce Mansfield - FIRSTENERGY GENERATION CORP., (hereinafter referred to as "Company") are set forth as follows:

WITNESSETH:

WHEREAS, the Company is engaged at its Bruce Mansfield Plant, Shippingport, Pennsylvania, in the generation of electric power as a public utility; and

~~WHEREAS, the Company has a responsibility to provide continuous uninterrupted service to protect the health, safety and well being of the public; and~~

~~WHEREAS, the Union represents employees in the bargaining unit hereafter described; and~~

~~WHEREAS, the Company and Union recognize that they have a mutual responsibility to settle disputes between the employees and management in an orderly manner:~~

~~NOW, THEREFORE, and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:~~

ARTICLE I

Recognition

Section 1. The Company recognizes the Union as the exclusive collective bargaining representative for employees in the appropriate bargaining unit certified by the National Labor Relations Board in Case No. 6-RC-7962. Such unit is composed of all production and maintenance employees, including Control Room Operators, employees in the Stores, Electrical, Maintenance, Operations, I&T, and Yard Departments at the Bruce Mansfield Plant, excluding technicians, office clerical employees and guards, other professional employees and supervisors as defined in the National Labor Relations Act as amended.

Section 2. ~~The Company agrees that if it sells, assigns or otherwise transfers any of its business operations to any FirstEnergy Corp. entity or non FirstEnergy Corp. related entity during the period of implemented terms of the Agreement and that transaction involves the transfer of employees currently represented by the Union, such entity shall be considered successor to these implemented terms Agreement, and the transaction shall be made contingent upon the agreement of the entity to recognize the Union, and be bound by the terms and conditions of employment set forth in these implemented terms Agreement in the event the entity or its designee continues the business. The Company will provide the Union with those documents necessary to demonstrate compliance with this Article as soon as practicable after the intent to transfer is made public.~~

~~Nothing in the foregoing shall require the successor entity to offer employment to all persons in the existing workforce. The successor entity's only requirement with respect to staffing, shall be to offer employment to that number of employees at the facility that the successor entity believes are necessary to satisfy its staffing level requirements at the time of the~~

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DATE
REPORTER JAO

J. EXH. NO. 6

EXHIBIT NO. 16 RECEIVED ☒ REJECTED ☐
CASE NO. K-1A-163303 CASE NAME First Kingy
NO. OF PAGES 74 DATE 12/1/16 REPORTER JAO

~~transfer. Any offers of employment shall be in order of seniority as provided in these implemented terms Agreement.~~

Section 3. ~~These implemented terms Agreement~~ sets forth the wages, hours, working conditions of employment for employees in such bargaining unit during the term of ~~these is implemented terms Agreement~~ and during any period in which it shall remain in full force and effect pending negotiations for the continuance, renewal or change thereof.

Section 4. The Company and the Union ~~agree that they~~ will not discriminate, coerce, nor intimidate any employee because of membership or non-membership in the Union except as expressly provided in Article II hereof.

Section 5. ~~The Company and the Union agree that in~~ the application of ~~these is implemented terms Agreement~~ ~~neither the Company nor the Union~~ will not discriminate against any employee because of race, color, creed, sex, religion, national origin, age, handicap or Vietnam era veteran status.

Section 6. The Company will pay not more than two (2) Union representatives their regular straight-time rate of pay from their scheduled work period while engaged in contract negotiations with the Company.

ARTICLE II

Union Security — Dues Deduction

~~Section 1. All employees who are members of the Union on the effective date of this Agreement or who become members thereafter shall, as a condition of continuing employment in bargaining unit jobs, tender to the Union the regular monthly membership dues (exclusive of initiation fees, fines, etc.), uniformly required as a condition of retaining membership. All employees who are not members of the Union on the effective date of this Agreement and all employees hired or transferred to bargaining unit jobs on or after such effective date who are not members of the Union shall, as a condition of continuing employment, become and remain members of the Union and tender to the Union each month starting with the month following the 30th day after the effective date of this Agreement or the month following the 30th day after the date of such hiring or transfer, whichever is later, the regular monthly membership dues (exclusive of initiation fees, fines, etc.). The Union shall certify to the Company the amount to be paid hereunder.~~

~~If an employee fails to pay or tender to the Union the amount required to be paid as provided herein, the Union shall notify the employee and the Company by registered mail and such employee shall be discharged by the Company unless he shall present to the Company within ten (10) days after his receipt of the Union's notice satisfactory evidence that he has tendered such payment to the Union.~~

~~The provisions of this Section 1, shall cease to be applicable to any employee who is transferred permanently out of a bargaining unit job.~~

~~No employee shall be required to pay the amount prescribed herein if he is unable to work because of illness or injury and who will not receive sickness or injury benefits equivalent~~

~~to his normal straight time rate, or if he is absent from his employment due to Military Service in excess of one (1) month, layoff or leave of absence, and the obligation to pay such amount shall be waived during any such period. The Union wants employee to fill out a waiver card.~~

Section 2. Employee payments to the Union ~~as required under Section 1~~ may be paid through payroll deduction. Such payments shall be made by payroll deduction in the case of all employees who authorize such deduction by signing the following described authorization form:

Authorization Card

Date: _____

I hereby authorize and direct the Company to deduct from my pay each month, an amount prescribed by the Union but not in excess of the regular monthly membership dues of Local Union No. 272 of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O. I further authorize and direct Pennsylvania Power to remit the amount so deducted from my earnings to the Treasurer of said Local Union No. 272. The Local Union shall certify to the Company the prescribed amount to be deducted and will notify the Company in writing of any change in such amount. The Company shall be entitled to rely upon such certification in complying with the provisions of this authorization.

This assignment, authorization and directive shall, when duly executed, become effective on the date delivered to the Company and shall continue in effect unless and until revoked by me within the period of twenty (20) working days (excluding Saturdays, Sundays, and holidays) prior to August 15, 1979 and August 16 of each year thereafter for a like period by giving written notice to the Company of such revocation. Such authorization also may be revoked at any other time as may be provided by law.

This authorization shall be deemed automatically cancelled and terminated in the event I am transferred permanently out of a bargaining unit job.

Name (Please Print)

Employee's Signature

Employee's Social Security Number

The Company will make payroll deductions as provided in written authorizations received by the Company on the above form and will promptly remit such amounts to the Treasurer of the Local Union.

~~Section 3. The Union agrees that it will indemnify and save the Company harmless from all claims, liability and damages arising out of the Company's compliance with the provisions of this Article II.~~

Section 4. A copy of these implemented terms Agreement shall be given to each employee covered hereby and his attention called specifically to Section 1. of this Article.

ARTICLE III

No Strike/No Lockout

~~_____ The Company and the Union agree that the grievance procedure set forth in this Agreement is intended to serve as a means for peaceable settlement of grievances pertaining to the meaning or application of this Agreement and, therefore;~~

~~_____ The Company agrees that it will not lockout any of its employees; and~~

~~_____ The Union agrees that the Union will not authorize or approve and that neither the Union nor the employees will engage or participate in any strike, work stoppage, slowdown, picketing or refusal to cross a recognitional or illegal picket line at their regular assigned entrance to the plant, or any other restriction or curtailment of operations or of work. Any employee who violates this provision may be disciplined by the Company; however, such discipline shall be subject to the provisions of the grievance procedure.~~

~~_____ The Union agrees that employees of the Company will individually and collectively perform loyal and efficient service, that they will use their influence and best efforts to protect the property of the Company and will cooperate with the Company to this end at all times.~~

ARTICLE IV

Management Responsibilities

The Company has the responsibility and the duty to manage and control the plant facilities and their operations, including but not limited to the following:

~~_____ a. The determination of the extent of operation and the selection and use of equipment and facilities;~~

~~_____ b. The determination of the size of the work force, the classification of work and the number of employees to be assigned to each classification;~~

~~_____ c. The hiring, transfer, promotion and layoff of employees;~~

~~d. The supervision, direction and assignment of employees; subject, however, to the provisions, conditions and limitation expressly set forth in this Agreement.~~

It is the policy of the Company not to employ outside contractors for work ordinarily and customarily done by its regular employees where such contracting would result in the layoff or demotion of employees or the reduction of hours of work below forty (40) hours per week. Except in emergencies, the parties agree to will meet prior to contracting out work and discuss the scope of the work (as to description, location, and estimated duration) involved, and the portion, if any, to be performed by bargaining unit employees.

It is understood that the foregoing paragraph does not apply to grass cutting, all office janitorial, snow removal and floor waxing contracted on or after February 16, 1997 or to remaining janitorial work contracted on or after February 16, 1998.

Mobile Maintenance will continue to perform scheduled maintenance, projects and overhauls (collectively referred to hereafter as "Projects") at the Bruce Mansfield Plant. Effective November 1, 2015, FirstEnergy Mobile Maintenance employees and employees working on Resource Sharing assignments from other FirstEnergy facilities will also be used to supplement the bargaining unit to perform corrective backlog (planned, non-critical) work. These employees (Mobile Maintenance and other facility resource shared employees) may also perform forced-emergent maintenance work ordinarily and customarily done by regular Bruce Mansfield employees so long as it does not result in the layoff or demotion of employees or the reduction of hours of work below forty (40) hours per week.

ARTICLE V

Definitions

Section 1. Whenever the term "employee" is used herein, it shall mean a person in the bargaining unit.

A "regular employee" is one who is regularly scheduled to work at least forty (40) hours per week and has completed more than eighteen (18) months of continuous service with the Company.

Section 2. For employees hired after January 1, 2005, a "probationary employee" is an employee who has not completed eighteen (18) months of continuous service with the Company in one (1) or more bargaining unit jobs, but who is employed by the Company with the intention of making him a regular employee after such trial period of eighteen (18) months, provided he proves to be satisfactory. No probationary employee who is working in a bargaining unit job shall have seniority rights until the completion of six (6) months of employment. ~~The Company shall have full discretion in the retention or discharge of any probationary employee without grievance being raised therefor.~~ Upon completion of such probationary period his seniority shall date back to the commencement of such probationary period. If the probationary employee has been absent from work, his probationary period will be extended one (1) day for each day of absence from his regularly scheduled work period. Effective the first day of the month after the hire date of an employee, probationary employees will be entitled to receive all benefits provided regular employees.

Section 3. A "temporary employee" is a person who is hired for a specific period of time or for a specific job of limited duration but in neither event to exceed six (6) months in any twelve (12) months' period. Such employee shall not have any seniority rights and shall have only such rights under these implemented terms is Agreement as are specifically conferred on them by the terms thereof. Such temporary employment shall not result in the layoff, or loss of regularly scheduled hours of any regular employee.

Section 4. "Shift employees" are defined as those employees who work a job which normally must be continuously tended on two (2) or three (3) shifts including Saturdays, Sundays and holidays.

Section 5. "Scheduled employees" are defined as those whose regular hours of work are scheduled as eight (8) consecutive hours (exclusive of lunch period) usually on a day or evening schedule (but not around the clock).

Section 6. "Accumulated service" means all continuous service of an employee with the Company (and its predecessors), including time spent in the military service of the United States of America and authorized leaves of absence.

Section 7. Words used ~~in this Agreement~~ in these implemented terms in the masculine gender shall include the feminine.

ARTICLE VI

Seniority

Section 1. "Seniority" as used herein is defined as the status accruing to an employee through length of service which entitles him to preference in transfers, promotions, layoffs, and recalls as hereinafter provided. Employees will have seniority rights for purposes of these implemented terms ~~is Agreement~~ only for continuous service at the Bruce Mansfield Plant, excluding all other service with FirstEnergy and its affiliated companies.

a. "Job Seniority" is the length of continuous service in any particular job classification, which shall be determined by the date the employee is regularly assigned to such classification in a particular section and shall include all time the employee was regularly assigned to higher job classifications in the same line of promotion.

b. "Plant Seniority" is the length of service at the Bruce Mansfield Plant.

c. Job and Plant Seniority shall accumulate while an employee is on leave of absence, in the United States Military Service or is absent due to sickness or injury.

Job seniority shall be retained and plant seniority shall accumulate while an employee is laid off for not more than thirty (30) months except full-time regular employees with more than thirty (30) months of service will accumulate for not more than sixty (60) months.

An employee shall not accumulate seniority during temporary employment. An employee retained after he has completed his temporary employment shall be a probationary employee.

Section 2. An employee shall lose his seniority under any of the following circumstances:

- (1) Voluntary termination of his employment.
- (2) Discharged for just cause.

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(3) When an employee, temporarily laid off, fails to return to work within ten (10) days (exclusive of Saturday, Sunday and holidays) after written notice by registered mail to his last known address, requesting such return, or if such employee fails to notify the Company of his intention to return to work within five (5) days (exclusive of Saturday, Sunday and holidays) after written notice has been delivered to him.

(4) Absent from work for three (3) or more days without reasonable excuse or justification or is absent from work for three (3) or more days with reasonable excuse or justification but who fails to report such excuse or justification within three (3) days from the commencement of such absence unless physically precluded from so doing.

(5) Is laid off for not more than thirty (30) months except full-time regular employees with more than thirty (30) months of service will accumulate for not more than sixty (60) months.

(6) Violates the terms of a leave of absence.

Section 3. Employees (other than probationary employees with less than six (6) months of service) who wish to be considered for a vacancy in a beginning job (the bottom job in any promotional line or any of the following jobs: Laborer, Plant Helper, Janitor (see Exhibit A attached)), shall state their request and preference on a form furnished by the Company. A copy of the employee's request shall be provided to the Plant Superintendent and to the Business Manager of the Union. When management requires such job within the bargaining unit is to be filled and before a new employee is hired, a notice will be posted on the bulletin boards stating the classification and wage rate of the open job. The senior qualified employee who, having filed a request for such job prior to the posting of the opening, shall be given preference in filling the vacancy. ~~If an employee fails to decline a job offer within 24 hours of that offer being made, he will be deemed to have declined that offer.~~ Submission of a pre-bid for a job constitutes that an employee has committed to acceptance of the position if he were to be offered said position.

Before a senior applicant is bypassed the Company will discuss the matter with the Union.

When the applicant is awarded a vacancy all other requests by such applicant will be cancelled and withdrawn from the files. If such employee desires to be considered for other vacancies, he must make written request as provided above.

An employee who is successful in his request for a new job and is placed on the new job, may elect to return to his old job within ~~six (6) months~~ thirty (30) days without loss of seniority rights. No seniority rights will remain in the job from which the employee is returning.

No employee may be awarded a new job which necessitates a job change more than once in any twelve (12)-month period, except where an employee is a Plant Helper, Janitor or Laborer, in which case he will be awarded no more than two (2) new jobs in any twelve (12)-month period.

An employee on vacation or sick leave who has filed a job request will be considered for a job vacancy provided he returns within six (6) weeks after the awarding of the job. This time

limitation may be extended by mutual agreement. The employee working on such job shall be returned to his former job with all seniority rights on such former job.

The name of the employee who is awarded any open job (either a beginning job or a job in any promotional line) will be posted on the bulletin boards and a copy of the posting subsequently will be sent to the Union.

The employee who is awarded an open job will be paid the rate of the job at the time he starts on the job or fourteen (14) days after the award, whichever is earlier.

Section 4.

(1) In filling job vacancies in beginning jobs, plant seniority shall govern where qualifications as defined herein are sufficient.

(2) In filling of job vacancies above the beginning job in a line of progression, job seniority shall govern where qualifications as defined herein are sufficient.

(3) Qualifications shall be defined as follows:

- A. Performance of work assigned in a manner as safe and economical as possible under the circumstances.
- B. Knowledge and experience previously acquired on the job to be filled or on a comparable job. Temporary assignments made outside of seniority shall not be a qualifying factor.
- C. Relevant knowledge, experience, training or education.
- D. Protection of the lawful interests of the Company.
- E. Punctuality and observance of the rules and regulations of the Company.
- F. Satisfactory completion of reasonable oral, written or practical tests.
- G. Completion of On the Job Training/Task Performance Evaluations (OJT/TPE) for the classification immediately below the classification the employee is bidding on.

A grievance may be filed claiming that the qualifications established by the Company for a job are unreasonable.

Testing of employees for job knowledge shall be subject to the following provisions:

(1) Before employees are tested the tests will be reviewed and discussed with representatives of the Union. A Union representative may be present when employees are tested to determine their qualifications for promotion. This provision does not apply to tests which are part of a training program.

(2) Employees will be provided with manuals setting forth the appropriate training materials and sufficient time in advance to prepare for the test. All test questions shall be based on such training materials.

(3) Upon request, after any test has been given, a Union representative shall be permitted to review the test questions, the answers, and the scores.

Section 5. The Company shall furnish an updated seniority list to the Local Union at least every six (6) months.

Section 6. An employee transferred out of a bargaining unit shall retain and accumulate seniority in the bargaining unit for a period of six (6) months. During such period such employee may return or be returned to his former job in the bargaining unit. All employees affected thereby shall be placed in jobs on the basis of their seniority and qualifications.

Section 7. When it is necessary to fill a job temporarily due to illness in Operations, including Yard Operations, other than during unit outages, such vacancy will be filled during the first shift by overtime in the classification if relief persons are unavailable. If relief persons are not available, the vacancy will be filled by overtime in the classification and thereafter by a relief person in the classification or a relief person immediately above the job needed to be filled or by upgrading on the shift; however, such vacancy will be filled immediately by a relief person in the classification or a relief person in the classification immediately above the job needed to be filled or by upgrading on the shift if the absence is caused by vacation, Paid Absence Day, jury duty, Union business, leave of absence, and any other absences which are known in advance to be more than one (1) shift. When a qualified employee is not available to fill the vacancy it will be filled by overtime in the classification. During unit outages, available personnel on that shift shall be considered relief personnel.

Section 8. An employee in a bargaining unit job shall not be upgraded to non-bargaining unit job for more than one thousand forty (1040) hours in any calendar year except to fill in for a supervisor who is absent or is assigned other duties.

ARTICLE VII

Reduction, Layoff and Recall

Section 1. When a decrease in the number of employees in any job is necessary, the surplus employee or employees in that job with the least plant seniority shall be first released from that job and offered employment in the next lower job in the same promotion line, provided that his plant seniority is greater than that of any employee in the lower job. This process shall be continued until either (1) the necessary number of employees have been reduced from the affected jobs and other jobs have been increased or (2) the necessary number of employees have been laid off either because they are surplus, or not qualified, or have rejected the job or jobs offered.

When an employee has gone through his own line of promotion, he shall be offered employment in the lowest available job in any other line of promotion for which he has sufficient plant seniority and qualifications, and which job is held by an employee with less plant seniority.

But before he is offered and takes a job in another line of promotion, the following exception applies to those employees having sufficient plant seniority and qualifications:

Other employees in his same bottom job which he would otherwise leave (and who have more plant seniority) will have the opportunity to voluntarily displace an employee in the lowest available job in another line of promotion, if desired. If there is more than one

volunteer, the employee with the greater plant seniority shall be released from the job and offered employment in the next lower job in the same promotion line. The volunteer will, for bumping purposes, assume the plant seniority of the employee with the lowest plant seniority (for this move only) who would have moved if not for this exception. The volunteer will not be able to return to his previous job under this procedure. The displaced person shall, in turn, have the opportunity to exercise his plant seniority rights over employees in bottom jobs in other lines of promotion.

This same process and exception will continue and there will be no reduction of wages until the entire process is completed. Employees in the bottom job in the promotion line are given an opportunity to displace an employee in the lowest available job in another line of promotion until the number of employees in the bottom job of the promotion line where the reduction is being made is the required number. When the number of employees in the bottom job in the plant, Laborer, Plant Helper and Janitor, is greater than the number desired by the Company, the excess employees in such bottom jobs will be laid off. With the exception of volunteers, any employee in any promotion line who has been displaced due to a reduction will have recall rights. The affected employees shall be returned to their jobs and/or sections according to the inverse order in which they have been reduced. These recall rights will be granted for five (5) years from the date of displacement due to a reduction.

Section 2. An employee having more Plant Seniority than another employee in a bargaining unit job who would be laid off by application of the preceding paragraph shall not be laid off but shall be offered said bargaining unit job for which he can demonstrate his qualifications. This commitment will not require the Company to create a new job. If the employee refuses the job offered him, he will be laid off, and his right to be recalled will not be affected by such refusal. Any employee displaced through the application of this paragraph shall be considered as a surplus employee in that job, and the procedure set forth in the first paragraph of this Article shall then become applicable. In no case shall an employee be laid off prior to an employee with less Plant Seniority. The employee with at least ten (10) years of Plant Seniority who accepts a job pursuant to the terms of this Article shall not have his hourly rate of pay reduced, but shall receive no future general wage increases unless and until his rate is equal to the maximum rate for the job in which he is so placed.

Section 3. This Article shall have no application to incapacitated employees, or employees who are unable or unwilling to qualify for available work and does not preclude separation from the Company for reasons other than lack of work; or demotion in accordance with applicable provisions of these implemented terms Agreement.

Section 4. Full-time regular employees (other than probationary) shall have thirty (30) months' recall rights. Full-time regular employees with more than thirty (30) months of service shall have sixty (60) months of recall rights. If recalled within a period of thirty (30) months or sixty (60) months as the case may be, laid off employees shall be returned to work in their departments according to the inverse order in which they have been laid off, providing they are qualified and have the ability to perform the work available; further, employees who have been laid off and not recalled to jobs in their departments shall be recalled in accordance with their Plant Seniority to fill jobs for which they are qualified and have the ability to perform the work before any new employees are hired by the Company to fill such jobs. Seniority rights of laid off employees shall cease to accumulate after thirty (30) months from date of layoff for employees with thirty (30) months of service or less and such employees shall no longer have the right to

recall. Seniority rights of laid off employees having more than thirty (30) months of service shall cease to accumulate after sixty (60) months from date of layoff and such employees shall no longer have the right to recall. If an employee in any classification is recalled to a position in a lower classification, he may refuse to accept recall without loss of seniority in his classification as of his layoff until the expiration of thirty (30) months' period or sixty (60) months' period as set forth above.

Section 5. When an employee is laid off he shall elect whether or not he desires to retain his seniority rights for thirty (30) months or sixty (60) months as the case may be. If he desires to do so he shall submit to a physical examination by a physician selected and paid by the Company at the time he is laid off and another physical examination at the time he returns to work.

Section 6. Before any reduction or layoff takes place, the Company will notify the Union as soon as possible, but no less than fifteen (15) days prior to said reduction or layoff, and meet with the Union as soon as possible to show the Union the reasoning for the reduction or layoff. The Company will agree to post on the bulletin board the number of employees to be reduced.

Section 7. Any time the employee had previously spent in the new section for purposes of Section 1 will count towards wages as stated in Article XVII of the implemented terms Agreement.

~~It is hereby agreed that~~ The procedure for reducing the surplus employees, the necessity of which is determined by the Company, in a given job in a given work location for the sole purpose of changing the distribution of those employees among affected work locations (and not for purpose of layoff and recall governed by Article VII of the implemented terms Collective Bargaining Agreement between the parties) is as follows:

- (a) When a decrease in the number of employees in a given job is to occur, notification of such decrease shall be posted on the appropriate bulletin boards stating the number of employees in the affected work location and the number of the employees to remain therein after the reduction. ~~This permits affected employees to place bids requesting movement to another work location pursuant to the "Memorandum of Agreement" located at the end of the collective bargaining agreement.~~
- (b) The surplus employee or employees in any given job with the least job seniority shall be the first released from the applicable employee or employees' work location and offered employment in the same job in any other work location in that section provided that his job seniority is greater than that of any employee in the same job in the other work location. This process shall continue until the number of employees in the given job in the given employee-reduced location reaches the posted number.
- (c) ~~Movement to a different work location under this procedure does not count against an employee's one time move per year under the "Memorandum of Agreement" nor will employees "bumped" by more senior employees into another work location be charged with a move under "Memorandum of Agreement."~~ Further "bumped" employees who had bid within a prior twelve 12-month period a work location from which said employee must move will not be charged with said prior bid and can bid to another work location within twelve (12) months.

ARTICLE VIII

Procedure for Adjusting Grievances

Section 1. A grievance is defined as any complaint or dispute that may arise between the Company, the Union or bargaining unit employee(s) as to the meaning, application or claimed violation of the implemented terms of this Agreement.

Grievances will be handled in accordance with the following procedure:

Step 1. The grievance shall be discussed by the employee, a Union representative and his immediate supervisor or his designate within ten (10) days after the event giving rise to the grievance becomes known to the grievant. The immediate supervisor or his designate shall respond within five (5) days after the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance shall be reduced to writing and submitted to the Plant Manager within five (5) days after the immediate supervisor's response at Step 1. The Plant Manager or his designated representative shall arrange a meeting to be held within ten (10) days after receipt of the written appeal by him. Such meeting shall be attended by the Plant Manager and/or his Company designated representatives, and not more than two (2) representatives of the Union, one of whom shall be the grievant. The Plant Manager or his designated representative shall give a written answer within seven (7) days after the meeting.

A grievance involving discharge of an employee may be initiated at Step 2.

A grievance shall be considered to be withdrawn if it is not appealed to the next step within the designated time period. If the Company fails to give its written answer within the designated time period at any step, the grievance shall advance automatically to the next step.

The designated time period at any step of the grievance procedure may be extended by written mutual consent.

The Company will pay, at their regular straight-time rates, one employee who is a representative of the Local Union and the grievant (but not more than one grievant where the grievance involves more than one employee) for the time lost from their regular scheduled work while attending a meeting under Step 1 or Step 2.

Section 2. If the grievance is not settled under the foregoing procedures, either party may submit the grievance to arbitration by giving written notice of intent to arbitrate to the other party within fifteen (15) days after the written answer at Step 2 and the grievance shall proceed to arbitration as follows:

a. Within five (5) days after receipt of notice of intent to arbitrate, the parties shall meet or confer by telephone to select an arbitrator. If they are unable to agree they promptly shall send a joint written request to either the Federal Mediation and Conciliation Service or American Arbitration Association to submit a panel of seven (7) names of experienced arbitrators from

~~which they shall select the arbitrator by alternately striking names. The last remaining name shall be the arbitrator.~~

~~b. Unless the parties mutually agree in writing otherwise, any grievance submitted to arbitration shall be heard by a neutral arbitrator within one (1) year of the date of the written request described in this subsection or else the grievance shall be deemed to have been withdrawn.~~

~~c.b. The arbitrator selected under Paragraph a. shall conduct a hearing at which each party shall have full opportunity to present its case.~~

~~d.c. The arbitrator shall issue his written decision within thirty (30) days after the hearing or following the time limit for submission of briefs. The decision will be binding on the Company, the Union, and the employees.~~

~~e.d. The arbitrator shall have no power to change, add to, or subtract from any of the provisions of these implemented terms Agreement. His function shall be limited to the interpretation and application of this Agreement as written.~~

~~f.e. Each party shall bear the expenses of its own presentation to the arbitrator and the fee and expenses of the arbitrator shall be shared equally by the parties.~~

~~g.f. The Company and the Union may mutually agree to submit a grievance to expedited arbitration. Under this expedited arbitration procedure, these hearings generally will be limited to one day, there will be no post-hearing briefs by either party and the arbitrator must render a decision on the grievance within seven (7) working days of the hearing. If the parties require a written award of the decision, it shall be in summary form. The parties may mutually agree to extend the arbitrator's period to render a decision. The selection of the arbitrator and all other administrative matters of the arbitration procedure provided by Article VIII remain. The parties agree eExpedited arbitration is generally reserved for discharge grievances and no grievance may be filed regarding one party's decision not to submit any grievance to expedited arbitration.~~

Section 3. An International Representative may be present only to assist the Local Union at any step of the grievance procedure.

Section 4. If either party wishes to discuss matters of mutual concern not involving a grievance, including but not limited to content of job descriptions, upon written request stating the subject to be discussed, a meeting shall be arranged between the Union's Grievance Committee and the appropriate representative(s) of the Company. The party receiving such request shall set the date for such meeting within five (5) days after it receives the request, such meeting to be held as promptly as possible, but not later than ten (10) days after receipt of the request. Each party shall designate its representatives to attend the meeting. When the Company requests a meeting, the Company will pay the employees it requests to attend for all time lost during their regular scheduled work period while attending the meeting. If a response is necessitated as a result of said meeting, the party obligated to make a response shall give a written response within fifteen (15) days. The designated time period for a written response may be extended by written mutual consent.

Section 5. The Union will provide to that employee's immediate foreman or supervisor the name of any employee who is to attend any meeting under the grievance or arbitration procedure at least twenty-four (24) hours in advance of such meetings, if possible.

Section 6. The Union will provide the Company with regularly updated lists of the names of its officers, its duly authorized representatives and department stewards.

ARTICLE IX

Hours of Work - Overtime

Section 1. The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours.

a. Shift employees in Operations shall work on shifts as scheduled, shall eat their meals in the job area and relieve each other on the job, ready for work.

b. Shift employees in all Maintenance classifications shall work on shifts as scheduled, including a one-half (½) hour paid lunch period and time to return tools to the tool room, but excluding personal clean-up time.

c. Shift schedules will normally start between 6 a.m. and 9 a.m. (day shift), 3 p.m. and 6 p.m. (afternoon shift), 10 p.m. and 1 a.m. (night shift) and shall consist of eight (8) consecutive hours.

d. Scheduled employees (non-shift) will normally work eight (8) consecutive hours exclusive of a non-paid lunch period, but including fifteen (15) minutes personal clean-up time, five (5) consecutive days per week, exclusive of Sundays. Work days will normally start between 7 a.m. and 8 a.m.

e. Any changes in present hours or schedules, other than a, b, c or d above shall be negotiated with the Union before being made effective. Any changes in present hours or schedules at a, b, c or d shall be discussed with the Union before being made effective.

f. Trading of a 'day' or 'shift' between employees in the same classification may be allowed upon approval of the Company. Such trades shall not create an obligation on the Company's part to pay overtime.

Section 2. Employees shall not be required to take time off without pay scheduled working hours for overtime worked or to be worked.

Section 3. The Company reserves the right to require any employee to participate in overtime work and agrees to give such advanced notice of the required overtime work as is reasonably possible. ~~The Union for and on behalf of itself, its officers, and its members, for whom it is collective bargaining agent, agrees that such~~ Employees will work reasonable amounts of overtime when requested by the Company and will respond promptly when called-out for special or emergency work.

Section 4. When employees are called out to work in an emergency, they will be paid for a minimum of four (4) hours at the applicable overtime rate. Where the period of the callout extends beyond midnight, he shall be paid for the time prior to midnight at the overtime rate appropriate for the day ending at midnight, and for the time following midnight at the overtime rate appropriate for the day commencing at midnight. If the emergency work continues into the regular scheduled workday, premium time shall cease at the beginning of the regular scheduled workday except as provided in Article XI, Section 2.

Section 5. In order to effectively equalize the overtime in each classification over a calendar year, ~~it is agreed that~~ where sizable discrepancies in overtime exist at the end of any one hundred twenty 120-day period that such excess will be carried over into the next one hundred twenty 120-day period. In this way it would be expected that the overtime for any yearly period would be equalized within reasonable limits. That carried over from one-one hundred twenty 120-day period to the next would only be necessary where the amount of overtime involved for one or more employees exceeds that of other employees in the same classification by an amount that would be unreasonable on an annual basis. The Company agrees that in the event the wrong man is called for overtime, the bypassed employee will be paid the premium in excess of his regular straight-time rate for the number of hours he would have worked.

No temporary employee will be called out for overtime work unless all other employees in the same classification in the department have been called out or, if a general emergency exists and all other available help is being used from the department. This shall not apply where overtime is an extension of the regularly scheduled workday.

All overtime worked on a temporary assignment shall be charged to the employee's classification and location.

Section 6. Overtime shall consist of all time worked outside of an employee's regular schedule. Compensation for overtime hours shall be as follows:

- (1) One and one-half (1½) times the straight-time wage rate shall be paid for:
 - A. Hours worked in excess of regular scheduled hours on a scheduled workday except in the case of a holiday.
 - B. Hours worked on first scheduled day off except when such is a calendar Sunday or a holiday.
 - C. Hours worked on the second scheduled day off when a calendar Sunday was the first scheduled day off.
 - D. Hours worked on the second consecutive eight (8) hour shift when due to a change in schedule an employee works two consecutive eight (8) hour shifts.
- (2) Two (2) times the straight-time wage rate shall be paid for:
 - A. Hours worked on a calendar Sunday which is a scheduled day off.

- B. Hours worked on the employee's second scheduled day off in the workweek unless the calendar Sunday was the first scheduled day off.
- C. Hours worked in excess of regular scheduled hours on a holiday.
- D. Hours worked in excess of sixteen (16) in any twenty-four (24) hour period.

Section 7. "Planned overtime" is time to be worked outside of employee's regularly scheduled working hours pursuant to notice given to the employee twelve (12) hours or more in advance of such planned work.

An employee who has a telephone and is not notified of the cancellation of planned overtime work at least eight (8) hours prior to starting time shall be paid four (4) hours straight time at his regular rate.

Section 8. Where an assigned schedule includes a calendar Saturday and/or Sunday overtime rate will not be paid for such scheduled work, except that ~~effective the date of ratification, an employee will be paid one dollar and eighty five cents (\$1.85) per hour, and effective February 16, 2010 an employee will be paid one dollar and ninety cents (\$1.90) per hour, and effective February 16, 2011 an employee will be paid one dollar and ninety five cents (\$1.95) per hour effective, and February 16, 2012 an employee will be paid two dollars (\$2.00)~~ upon ratification an employee will be paid two dollars five cents (\$2.05) per hour in addition to his regular straight-time rate for each scheduled straight-time hour worked on Sunday. Where assigned schedules include Saturday, Sunday and holiday work, all such schedules shall be rotated in such a manner as to equalize insofar as practicable Saturday, Sunday and holiday work among the employees involved. Employees who work their regular scheduled shift on Sunday will receive both the applicable shift premium and the Sunday premium.

Section 9. A change of schedule shall mean a change of shift, or a change of off days, or a change in the starting and finishing time of the workday. If the work schedule of an employee is changed and less than forty-seven and one-half (47½) consecutive hours' notice is given, the Company will pay time and one-half (1½) for the first eight (8) hours under the new schedule, if worked. When the change of work schedule of an employee shall involve the employee's normal off days and forty-seven and one-half (47½) consecutive hours' notice shall not have been given to the affected employee, then said employee shall be paid for the two (2) normal off days worked in the first week of the new work schedule on the same basis as if he had been called to work on his normal off days. The scheduled rotation of off days and hours of work shall not be considered a change of schedule. If more than one (1) work schedule change occurs during a payroll week, the Company will pay time and one-half (1½) for the first eight (8) hours worked for the second change of schedule.

ARTICLE X

Vacations

~~Section 1. a. Effective January 1, 2005 a full time employee who has been on the Company's payrolls continuously for six (6) months, but less than one (1) year shall be granted a vacation of one (1) week with pay, (forty hours (40) straight time pay) to be taken, in accordance with the provisions of this Article. A full time employee who completes one (1) year of continuous service earns a second week of vacation.~~

~~b. A full time employee who, as of January 1 of any calendar year, has accumulated one (1) year, but less than five (5) years' service, shall be granted a vacation of two (2) weeks with pay, (eighty (80) hours' straight time pay).~~

~~c. A full time employee who, as of January 1 of any calendar year, has accumulated five (5) years', but less than fourteen (14) years' service, shall be granted a vacation of three (3) weeks with pay (one hundred twenty (120) hours' straight time pay).~~

~~d. Regular employees who, as of January 1 of any calendar year, have accumulated fourteen (14) years', but less than twenty four (24) years' service, shall be granted a vacation of four (4) weeks with pay, (one hundred sixty (160) hours' straight time pay).~~

~~e. Regular employees who, as of January 1 of any calendar year, have accumulated twenty four (24) or more years' of service shall be granted a vacation of five (5) weeks with pay, (two hundred (200) hours' straight time pay).~~

~~Except as provided in the next paragraph, vacation shall be taken at times to be agreed upon by the employee and the Company. In case of conflict of time of vacation between employees, preference shall be given to senior employees in the specific classification group, according to their accumulated service.~~

~~The Company shall prepare two (2) vacation charts for each occupational group. The first such chart shall be for the period of January 1 through March 31, and the posting shall be made by November 1 of the prior year, with requests for this period being submitted between November 1 and December 15. The second such chart shall be for the period of April 1 through December 31, and the posting shall be made by February 1. Requests for this period shall be submitted between January 1 and April 1 of the year of entitlement. In either case, employees shall exercise their choice of time of vacation by order of accumulated service in their respective classifications. On or after each respective request period listed above, at the employees' request, all denied vacation requests will be held until the end of the calendar year. These vacation requests shall be honored by seniority for the request periods mentioned above. Vacation time not already optioned during the request periods shall be available to employees without regard to service. On September 15, or as near to as practicable, of each year the Company will notify those employees who have not exercised their choice of vacation time.~~

~~Employees so notified who do not schedule their vacation by October 1 of any year may have their vacation scheduled by the Company.~~

~~To maintain eligibility for vacation pay an employee must have worked, including absence due to sickness, injury, or leave of absence with pay, ten (10) months of the twelve (12) months in a calendar year, provided, that any employee who returns from leave of absence without pay or who leaves his employment to enter the Military Service and returns directly to his employment in his same service year or in any subsequent service year less than three (3) months prior to his anniversary date will be eligible for vacation in proportion to that part of his then current service year actually worked after his return; and provided further, that in the case of any employee who returns directly to his employment from Military Service in a calendar year other than that in which he left and prior to October 1 of that year, the time during that calendar year spent in the Military Service shall be considered as having been worked.~~

~~Section 2. To become eligible for vacation with pay, employees must complete one (1) full year of continuous employment after their last employment date. This date shall be known as their service anniversary date. Eligible employees shall normally take their vacations in the period between the service anniversary date and the beginning of the next calendar year, but at the discretion of the Company, may be allowed to take said vacation at any time during the calendar year. However, if the first year anniversary date falls within the last week of the calendar year, the employee may be permitted to take his vacation during the month of December.~~

~~Section 3. a. Employees with less than seven (7) years' but more than one (1) year accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in the paragraph e. following), for a period of not more than four (4) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than eight (8) months as aforesaid, his vacation shall be prorated on the basis of one half (1/2) day vacation (four (4) hours) for each month of work for those entitled to a one (1) week vacation, and one (1) day vacation (eight (8) hours) for each month of work for those entitled to a two (2) week vacation.~~

~~b. Employees with seven (7) years', but less than fourteen (14) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than eight (8) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than four (4) months as aforesaid, his vacation allowance shall be prorated on the basis of two and one half (2 1/2) days' vacation (twenty (20) hours) for each month of work.~~

~~c. Employees with fourteen (14) years', but less than twenty four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of four and one half (4 1/2) days' vacation (thirty six (36) hours) for each month of work.~~

~~d. Employees with twenty four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full~~

vacation. If any such employee has worked less than two (2) months as aforesaid, his vacation allowance shall be prorated on the basis of seven (7) days' vacation (fifty-six (56) hours) for each month of work.

~~_____ e. Time not worked by an employee and for which he received temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease shall not be deducted in the calculation referred to above.~~

~~_____ f. In the event that an employee is absent due to non-industrial illness or injury prior to his scheduled vacation time, he will be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation if there is sufficient time remaining in the calendar year.~~

~~g. Once started, vacations will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his vacation spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.~~

~~_____ Section 4. Employees who waive their vacations, shall in lieu of vacation, be paid forty (40) hours' straight time pay for a one (1) week vacation, eighty (80) hours' straight time pay for a two (2) weeks' vacation, one hundred twenty (120) hours' straight time pay for a three (3) weeks' vacation, one hundred sixty (160) hours' straight time pay for a four (4) weeks' vacation, and two hundred (200) hours' straight time pay for a five (5) weeks' vacation, in addition to compensation at regular rates for work performed during the vacation period so waived. Only in the event of emergencies will an employee be requested or permitted to waive his vacation, and the Company's determination of an emergency shall be final; except that when the retirement date under the Pension Plan of an employee follows his service anniversary date in the same calendar year, he may waive the service anniversary vacation to which he may be entitled.~~

~~_____ If an employee is receiving temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease at the time of his scheduled vacation, he may either postpone his scheduled vacation, provided it is taken before the close of the calendar year, or he may receive vacation pay in lieu of the vacation to which he would have normally been entitled had he been working.~~

~~_____ Section 5. Should a holiday, as specified in this Agreement, fall on an employee's regular scheduled workday during the vacation period, the Company will pay said employee eight (8) hours' straight time pay or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.~~

~~_____ Section 6. An employee who has once qualified for vacation and shall thereafter terminate his employment, shall be given his accrued vacation allowance in accordance with the above provisions, based on lapsed time between January 1 and the date of termination, prorated on the basis of one-half (1/2) day (four (4) hours) for each month worked since January 1, not exceeding five (5) days (forty (40) hours) for those entitled to a one (1) week's vacation; one (1) day (eight (8) hours) for each month worked since January 1, but not exceeding ten (10) days (eighty (80) hours) for those entitled to two (2) weeks' vacation; one and one-half (1 1/2) days~~

(twelve (12) hours) for each month worked since January 1, but not exceeding fifteen (15) days (one hundred twenty (120) hours) for those entitled to three (3) weeks' vacation; two (2) days (sixteen (16) hours) for each month worked since January 1, but not exceeding twenty (20) days (one hundred sixty (160) hours) for those entitled to four (4) weeks' vacation; two and one half (2 1/2) days (twenty (20) hours) for each month worked since January 1, but not exceeding twenty five (25) days (two hundred (200) hours) for those entitled to five (5) weeks' vacation.

~~Section 7. A week of vacation shall consist of seven (7) consecutive days for which the employee shall be paid his standard weekly wage, based upon forty (40) hours. Such vacation shall begin upon release from the regular scheduled hours of work and end when the employee is scheduled to return to his regular scheduled hours of work.~~

~~As an exception to the above paragraph an employee entitled to five (5) days or less of vacation may, with the permission of the Company, take the entire vacation in single, whole day increments and an employee entitled to two (2) or more weeks of vacation in a calendar year may take, with the permission of the Company, five (5) days of that vacation in single, whole day increments and an employee entitled to three (3) or more weeks of vacation in a calendar year may take, with permission of the company ten (10) days of that vacation in single, whole day increments and an employee entitled to five (5) or more weeks of vacation in a calendar year may take, with permission of the Company, fifteen (15) days of that vacation in single, whole day increments. An employee who previously has scheduled a full week's vacation will be given preference over any employee who requests less than a full week's vacation, regardless of seniority. Requests for single vacation days must be received at least seven (7) days prior to the vacation date requested; if the request is received in less than such seven (7) days it may be granted by the mutual consent of the employee and the Company. The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a single day increment on a workday preceding or following another vacation or holiday. The Company may fill any vacancy created by a single day vacation by upgrading. The employee will not be eligible for overtime during the twenty four (24) hour period of his vacation day.~~

~~Section 8. If an employee is on a temporary assignment, carrying a higher basic rate than his regular rate he will receive the higher rate during such scheduled vacation hours provided he is on the temporary assignment for thirty (30) consecutive calendar days immediately prior to his vacation.~~

~~Section 9. After an employee has used one (1) week with pay (forty (40) hours' straight-time pay) of vacation entitlement, any unused vacation in eight (8) hour increments may be accumulated or banked for future use. As the sole exception to the foregoing, an employee entitled to only five (5) days or less of vacation in a calendar year may bank their unused vacation for future use without first using any. The employee desiring to bank his vacation must notify the Company in writing prior to December 31 in any given year. The total amount to be accumulated is limited to one thousand (1,000) hours. The accumulated or banked vacation is to be taken as time off at the employee's pay rate at the time it is taken. The time off accumulated in the employee's vacation banking account may be taken prior to retirement and subject to the terms and conditions of this Agreement as if the accumulated vacation is a part of the employee's granted vacation allowance for a given year. Banked vacation will be paid at the employee's current straight time pay rate if the employment relationship is terminated prior to retirement, an employee is laid off or an employee elects to be paid at the beginning of a granted~~

leave of absence. Otherwise, banked vacation not used prior to retirement may be cashed out at retirement.

~~Section 10. A complete first quarter schedule for each department will be posted before the vacation selection period stated in Section 1. The balance of the year schedule will be posted before the selection period as stated in Section 1. The schedule itself shall remain subject to change, however, per all other relative provisions of this Agreement.~~

Vacation Paid Absence Days (VPADs) (NEW)

Section 1

a. Effective January 1, 2014- 2017 65, in lieu of any vacation that was accrued in-2013 2016 1415, employees shall be entitled to Vacation Personal Absence Days (VPAD) and the number of VPADs to which an employee shall be entitled shall be based on length of employment.

VPADs are provided based upon whole years of service (completed as of January 1st). VPADs are accrued in approximately one-third increments of the total VPAD entitlement on January 1, April 1, and July 1, in accordance with the chart below:

<u>Vacation Paid Absence Days (VPADs)</u>				
<u>Whole Years of Service at End of Prior Calendar year</u>	<u>Earned VPADs (in hours)</u>			
	<u>Jan.1</u>	<u>Apr. 1</u>	<u>July 1</u>	<u>Total</u>
	<u>After 6 months= 5 VPADS</u>			
<u>Less than 1 year</u>	<u>After 12 months= 5 VPADS</u>			
<u>1-4 years</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>10</u>
<u>5-13 years</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>15</u>
<u>14-23 years</u>	<u>7</u>	<u>7</u>	<u>6</u>	<u>20</u>
<u>24 years or more</u>	<u>9</u>	<u>8</u>	<u>8</u>	<u>25</u>

b. An employee may be granted permission to use VPADs that have not yet been earned in that particular calendar year. If approved, this will create a negative balance of VPADs for the employee within that calendar year, which will be considered a loan. An employee who separates service with a negative balance will have -that balance deducted from his final paycheck upon separation.

c. Employees who separate from the company or whose employment terminates, for any reason, including retirement, will not be compensated for any unused, accrued (current year) or deferred (previous year) VPADs.

d. A week of VPADs shall consist of seven (7) consecutive days, for which the employee shall be paid their regular weekly wage at their regular straight time hourly rate of pay

Section 2.

Except as provided in the next paragraph, VPADs shall be taken at times to be agreed upon by the employee and the Company. In case of conflict of time of VPADs between employees, preference shall be given to senior employees in the specific classification group, according to their accumulated service.

The Company shall prepare two (2) VPAD charts for each occupational group. The first such chart shall be for the period of January 1 through March 31, and the posting shall be made by November 1 of the prior year, with requests for this period being submitted between November 1 and December 15. The second such chart shall be for the period of April 1 through December 31, and the posting shall be made by February 1. Requests for this period shall be submitted between January 1 and April 1 of the year of entitlement. In either case, employees shall exercise their choice of time of VPADs by order of accumulated service in their respective classifications. On or after each respective request period listed above, at the employees' request, all denied VPAD requests will be held until the end of the calendar year. These VPAD requests shall be honored by seniority for the request periods mentioned above. VPAD time not already optioned during the request periods shall be available to employees without regard to service. On September 15, or as near to as practicable, of each year the Company will notify those employees who have not exercised their choice of VPAD time. Employees so notified who do not schedule their VPADs by October 1 of any year may have their VPADs scheduled by the Company.

To maintain eligibility for vacation pay an employee must have worked, including absence due to sickness, injury, or leave of absence with pay, ten (10) months of the twelve (12) months in a calendar year. An employee who returns from leave of absence without pay or who leaves his employment to enter the Military Service and returns directly to his employment in his same service year or in any subsequent service year will be eligible for VPADs in proportion to that part of his then current service year actually worked after his return in accordance with the above chart and provided further, that in the case of any employee who returns directly to his employment from Military Service in a calendar year other than that in which he left the time during that calendar year spent in the Military Service shall be considered as having been worked.

Section 3

a. Employees with less than seven (5) years' but more than one (1) year accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in the paragraph e. following), for a period of not more than four (4) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than eight (8) months as aforesaid, his VPADs shall be prorated on the basis of one-half (1/2) VPAD (four (4) hours) for each month of work for those entitled to a one (1) week of VPADS, and one (1) VPAD (eight (8) hours) for each month of work for those entitled to a VPAD allotment of two (2) weeks.

b. Employees with seven (5) years', but less than fourteen (14) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than eight (8) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than four (4) months as aforesaid, his VPAD allowance shall be prorated on the basis of two and one-half (2 1/2) VPADs (twenty (20) hours) for each month of work.

c. Employees with fourteen (14) years', but less than twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than two

(2) months as aforesaid, his VPAD allowance shall be prorated on the basis of four and one-half (4 1/2) VPADs (thirty-six (36) hours) for each month of work.

d. Employees with twenty-four (24) years' accumulated service as of January 1 of any calendar year, who have been disabled (except as referred to in paragraph e. following), for a period of not more than ten (10) months during the qualifying year, shall be entitled to a full allotment of VPADs. If any such employee has worked less than two (2) months as aforesaid, his VPAD allowance shall be prorated on the basis of seven (7) VPADs (fifty-six (56) hours) for each month of work.

e. Time not worked by an employee and for which he received temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease shall not be deducted in the calculation referred to above.

f. In the event that an employee is absent due to non-industrial illness or injury prior to his scheduled time off, he will be permitted to change his VPADs to a subsequent date which will not conflict with another employee's time off if there is sufficient time remaining in the calendar year.

g. Once started, VPADS will not be rescheduled even though illness or injury occurs, except that, if an employee is unexpectedly confined in a hospital as an inpatient, under circumstances which would entitle him to sick benefits, that portion of his VPADs spent in such confinement and continuing illness or injury will be treated as an absence due to illness or injury provided the employee furnishes a certificate from the attending physician giving the period of and reason for such confinement.

Section 4.

Employees who waive their VPADS, shall in lieu of VPADs, be paid forty (40) hours' straight-time pay for a one (1) week of VPADs, eighty (80) hours' straight-time pay for a two (2) weeks' VPADs, one hundred twenty (120) hours' straight-time pay for a three (3) weeks' VPADs, one hundred sixty (160) hours' straight-time pay for a four (4) weeks' VPADs, and two hundred (200) hours' straight-time pay for a five (5) weeks' VPADs, in addition to compensation at regular rates for work performed during the period of VPADs so waived. Only in the event of emergencies will an employee be requested or permitted to waive his VPADs, and the Company's determination of an emergency shall be final.

If an employee is receiving temporary total disability compensation under the Pennsylvania Workmen's Compensation Act for industrial injury or occupational disease at the time of his scheduled VPADs, he may postpone his scheduled VPADs, provided it is taken before the close of the calendar year.

Section 5.

Should a holiday, as specified in these implemented termsis Agreement, fall on an employee's regular scheduled workday during the period of VPAD (s), the Company will pay said employee eight (8) hours' straight-time pay or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.

Section 6.

A week of VPADs- shall consist of seven (7) consecutive days for which the employee shall be paid his standard weekly wage, based upon forty (40) hours. Such VPADs shall begin upon release from the regular scheduled hours of work and end when the employee is scheduled to return to his regular scheduled hours of work.

As an exception to the above paragraph an employee entitled to five (5) VPADs or less may, with the permission of the Company, take the entire allotment of VPADs in single, whole day increments and an employee entitled to two (2) or more weeks of VPADs in a calendar year may take, with the permission of the Company, five (5) days of that allotment in single, whole day increments and an employee entitled to three (3) or more weeks of VPADs in a calendar year may take, with permission of the company ten (10) days of that allotment in single, whole day increments and an employee entitled to five (5) or more weeks of VPADs in a calendar year may take, with permission of the Company, fifteen (15) days of that allotment in single, whole day increments. An employee who previously has scheduled a full week of VPADs will be given preference over any employee who requests less than a full week of -VVPADs, regardless of seniority. Requests for single VPAD -must be received at least seven (7) days prior to the VPAD date requested; if the request is received in less than such seven (7) days it may be granted by the mutual consent of the employee and the Company. -The Company reserves the right to limit the number of employees who can be off on a specific day. The Company may, but cannot be required to, grant a single day increment on a workday preceding or following another VPAD(s) or holiday. The Company may fill any vacancy created by a single day vacation by upgrading. The employee will not be eligible for overtime during the twenty-four (24) hour period of his VPAD.

Section 7.

If an employee is on a temporary assignment, carrying a higher basic rate than his regular rate he will receive the higher rate during such scheduled VPAD hours provided he is on the temporary assignment for thirty (30) consecutive calendar days immediately prior to his VPAD--.

Section 8.

A complete first quarter schedule for each department will be posted before the VPAD selection period stated in Section 2. The balance of the year schedule will be posted before the selection period as stated in Section 2. The schedule itself shall remain subject to change, however, per all other relative provisions of these implemented termsis Agreement.

Section 9.

If an employee is unable to use all their VPADs in the current year, they may defer up to 80 hours of VPADs into the following year. The deferred VPADs must be used in the following year or they will be forfeited. Any VPADs, -up to 80 hours not taken by the employee during a calendar year will automatically be added by the payroll system to a deferred VPAD account. Deferred VPADs will not be paid out upon separation or termination of employment.

Section 10.

Except as noted above, VPADs must be used during the calendar year for which they are earned, or they shall be forfeited.

ARTICLE XI

Holidays

Section 1. Effective January 1, 2005, the Company observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. In addition, December 24 and December 31 will be considered holidays when such dates occur on Monday through Thursday; when such dates occur on Friday, Saturday or Sunday, employees will be granted two (2) additional Paid Absence Days to be taken in accordance with Section 3 of this Article.

Holidays which are fixed calendar dates and which fall on Sundays are observed on Sundays for a shift worker whose normal schedule would require him to work on a Sunday. For all other employees, the holidays will be observed on the Monday following. When such holidays fall on Saturday, they are observed on Saturday, except that when a holiday falls on or is celebrated on Saturday which is not an employee's scheduled workday, he will receive one (1) day of pay in lieu thereof, or, at the employee's request, he will be given an additional day off with pay on a date mutually agreed upon.

The term "holiday" as used herein shall include the nine (9) days referred to above, or any days, except Saturday, observed in lieu thereof, but does not include a "day off" as provided above.

Section 2. If an employee's scheduled day off falls on a Company observed holiday and he does not work, or if an employee's normal work schedule includes work on a holiday but he is not required to work because the day is observed as a holiday, the employee shall receive eight (8) hours of pay at his straight-time hourly rate provided the employee meets the qualification hereinafter.

If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday during any part or all of the period which, except for the day being a holiday, comprises his normal scheduled work hours he shall be paid his holiday pay and in addition shall be paid at the rate of one and one-half (1½) times his straight-time hourly rate for the hours actually worked.

If an employee's normal schedule would require him to work on a holiday and such employee is required to work on such holiday but during hours other than in the period which would except for the holiday have been his normal scheduled hours of work, he shall be paid his holiday pay and in addition be paid at twice his straight-time hourly rate for all such hours actually worked, or "callout" pay in accordance with Article IX, Section 4, whichever is the greater.

If an employee works on a holiday which is his scheduled day off he shall be paid his holiday pay and in addition shall be paid at two (2) times his straight-time hourly rate for all such hours worked, or "callout" pay in accordance with Article IX, Section 4, whichever is the greater.

If an employee is absent for any reason on his scheduled day or shift immediately before and after a holiday, he will not be paid for time not worked on the holiday.

In no case shall any employee be entitled to more than eight (8) hours' holiday pay with respect to any single holiday.

Section 3. Paid Absence Days. To each full-time regular employee on the payroll January 1 of each year the Company will grant three (3) Paid Absence Days (five (5) in the years December 24 and December 31 fall on Friday, Saturday or Sunday) per calendar year. Paid Absence Days shall be taken at times agreed upon by both the employee and the Company and may be taken in four (4) hour or eight (8) hour increments. Such days, or increments thereof, must be taken by December 15 (unless notification is given prior to December 1) of each year and may not be taken with less than one (1) week's notice except by mutual consent of the employee and his supervisor. If such days are not used during the calendar year, they shall be lost and no additional compensation shall be paid in lieu thereof.

Beginning February 16, 2001, employees hired during the first half of the year (January 2 through June 30) will receive two (2) paid absence days in their first calendar year. Employees hired during the second half of the year (July 1 through November 30) will receive one (1) paid absence day in their first calendar year. If, during the first calendar year, December 24 and December 31 occur on Friday, Saturday, or Sunday, the employee will be granted one additional paid absence day in lieu of the observed holidays.

In the event the number of employees who apply for a specific day are more than can be accommodated, the number that can be accommodated will be granted the day off in order of their application for the Paid Absence Day. A Paid Absence Day may be taken on a scheduled holiday with no in-lieu-of provisions.

Section 4. In regard to upgrade pay for holidays and Paid Absence Days, when employees use their Paid Absence Days or are released from their scheduled work on a holiday, they will be paid the rate they would have received as if they had worked.

ARTICLE XII

Sickness and Injury Benefits

Benefits shall be available to all full-time regular employees in the bargaining unit who are absent from work because of illness or injury in accordance with the following terms and conditions:

Section 1. A regular employee who is actively at work on the date July 1, 1999 will be covered by the Short-Term Disability Plan described in Section 2 below, and the Long-Term Disability Plan (which is part of the Flexible Benefits Plan) without a pre-existing conditions exclusion. A regular employee not actively at work due to illness or injury on the above date, must return to work for thirty (30) consecutive calendar days in order to be covered by the Short-Term Disability Plan described in Section 2 below, and the Long-Term Disability Plan. However, such employee will be subject to a pre-existing conditions exclusion for long-term disability coverage. Any regular employee who is absent from work due to illness or injury on the above date and who is unable to return to work for thirty (30) consecutive calendar days, or who subsequently becomes disabled and is ineligible for long-term disability coverage due to a pre-existing conditions exclusion, will be eligible for benefits in accordance with Article XII of

the 1996-1999 labor agreement between the Company and the Union, which, for purposes of this provision only is incorporated herein by reference. Future regular employees employed after the date the long-term disability becomes effective will be covered by the Short-Term Disability Plan described in Section 2 below and, effective the first of the month following employment, the Long-Term Disability Plan. However, such employee will be subject to a pre-existing conditions exclusion for long-term disability coverage.

Section 2. Short-Term Disability. A regular employee who is absent from work because of illness or injury (excluding any injury for which he receives Workers' Compensation from the Company under the laws of the Commonwealth of Pennsylvania and excluding any injury suffered by an employee while in the course of gainful employment for some employer other than the Company) shall be paid at his or her normal straight-time rate as provided by the following table of years of accumulated service and corresponding waiting days based on sick absences in the previous calendar payroll year and maximum number of working days allowable during the calendar payroll year:

In determining waiting days, the following shall apply:

— WAITING DAYS BASED ON ABSENCES IN PREVIOUS PAYROLL YEAR								SICK DAYS PAYROLL YEAR	
OCCURRENCES →	6	5	4	3	2	1	0		
ACCUMULATED SERVICE ↓								FULL	HALF
6 Mos. — 1 Yr.	3 DAYS FOR ALL ABSENCES							10	10
1 Yr. — 2 Yrs.	5	5	4	3	2	2	0	20	20
2 Yrs. — 3 Yrs.	5	5	4	3	2	1	0	25	50
3 Yrs. — 4 Yrs.	5	5	4	3	2	1	0	30	60
4 Yrs. — 5 Yrs.	5	4	3	2	1	1	0	35	70
5 Yrs. — 6 Yrs.	5	4	3	2	1	1	0	50	100
6 Yrs. — 7 Yrs.	4	4	3	2	1	1	0	60	120
7 Yrs. — 8 Yrs.	4	4	3	1	1	0	0	70	140
8 Yrs. — 9 Yrs.	4	3	3	1	1	0	0	90	130
9 Yrs. — 10 Yrs.	3	3	2	1	1	0	0	100	130
10 Yrs. — 15 Yrs.	2	2	1	1	0	0	0	130	130
15 Yrs. — 20 Yrs.	2	2	1	0	0	0	0	145	115
20 Yrs. or More	2	1	1	0	0	0	0	160	100

<u>WAITING DAYS BASED ON ABSENCES IN PREVIOUS</u>								<u>SICK DAYS</u>	
<u>PAYROLL YEAR</u>								<u>PAYROLL YEAR</u>	
<u>OCCURRENCES</u>									
→	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>0</u>		
<u>ACCUMULATEDS</u>								<u>FULL</u>	<u>HALF</u>
<u>ERVICE ↓</u>									
<u>6 Mos. - 1 Yr.</u>	<u>3 DAYS FOR ALL ABSENCES</u>							<u>10</u>	<u>10</u>
<u>1 Yr. - 2 Yrs.</u>	<u>5</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>20</u>	<u>20</u>
<u>2 Yrs. - 3 Yrs.</u>	<u>5</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>25</u>	<u>50</u>
<u>3 Yrs. - 4 Yrs.</u>	<u>5</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>30</u>	<u>60</u>
<u>4 Yrs. - 5 Yrs.</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>35</u>	<u>70</u>
<u>5 Yrs. - 6 Yrs.</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>50</u>	<u>100</u>
<u>6 Yrs. - 7 Yrs.</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>60</u>	<u>120</u>
<u>7 Yrs. - 8 Yrs.</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>70</u>	<u>140</u>
<u>8 Yrs. - 9 Yrs.</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>90</u>	<u>130</u>
<u>9 Yrs. - 10 Yrs.</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>100</u>	<u>130</u>
<u>10 Yrs. - 15 Yrs.</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>130</u>	<u>130</u>
<u>15 Yrs. - 20 Yrs.</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>145</u>	<u>115</u>
<u>20 Yrs. or More</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>160</u>	<u>100</u>

In any payroll year in which an employee has a fifth sick absence, he shall have four (4) waiting days for that absence. For all subsequent absences in excess of five (5), he shall have a five (5) day waiting period. Should an employee have zero (0) sick absences in a payroll year, he will have zero (0) waiting days in the following payroll year. As an exception to the above, an employee who is otherwise eligible to receive benefits under this Section and who is confined as an inpatient in a hospital on the first day of such absence will be paid benefits beginning the first day of such absence.

After August 16, 1982 an employee who completes his first year of employment during a payroll year will, for the remainder of that payroll year, have zero (0) waiting days or that

number as calculated by using the table above based upon the record he established during his first year of employment as if it were the payroll year.

Benefits payable to employees age 65 and older under this section will be reduced by the amount of primary Social Security benefits that the individual is entitled to receive.

An employee who is confined as an in-patient in the hospital on the first day of absence will be paid benefits beginning the first day of such absence.

"Payroll year" means the dates as established each year by the Company's payroll department.

However, if an employee's absence due to illness or injury extends into the next calendar payroll year, the employee will continue to receive sick pay based upon his or her entitlement from the previous calendar payroll year. That is, the number of sick days remaining in the next calendar payroll year will be equal to the employee's sick pay entitlement from the previous calendar payroll year less the number of sick days paid to the employee in the previous calendar payroll year. If an employee returns to full duty- work for thirty (30) or more calendar days and is again absent from work due to illness or injury, the employee will reestablish his sick pay schedule based on his accumulated service in the next calendar payroll year. However, if an employee returns to work for less than thirty (30) calendar days, and is again absent from work due to illness or injury, the employee will continue with the remaining sick pay entitlement from the previous calendar payroll year.

If, in the opinion of the Company physician, the employee becomes incapacitated during the period of short-term disability and cannot perform the regular duties of his job, he will be assigned, if otherwise qualified, to an opening within the bargaining unit in accordance with Article XV, Incapacitated Employees.

Any employee who completes a payroll year without an absence due to illness or injury, or who has one or more absences due to illness or injury in a payroll year but who receives fewer days of sick pay than the number of days for the service year as provided in the following table of service years and corresponding sick benefit days which may be accumulated, shall accumulate such days to the extent they are not used and use such accumulated days during a subsequent absence due to illness or injury after he exhausts his entitlement of full days. Such accumulated days shall be used, one-half (1/2) day at a time, to the extent necessary to convert each day of entitlement at less than full pay to a day at full pay.

Should the employee's entitlement be exhausted before such accumulated days are used, the remaining days accumulated shall be paid as full days to the extent of such accumulation remaining.

Accumulated Full Years of Service at the <u>End of the Payroll Year</u>	Sick Benefit Days Which May Be <u>Accumulated</u>
1	1
2	2
3	2

4	3
5	3
6	4
7	4
8	4
9	4
10	5
11	5
12	5
13	6
14	6
15	6
16	7
and subsequent service years	7

In no case will such accumulated days extend a disabled employee's short-term disability benefits allowable during the calendar payroll year beyond twelve (12) months (260 full sick days paid).

Section 3. Long-Term Disability. The Company shall provide a long-term disability plan as part of its Flexible Benefits Plan as described in section 2. ~~described in Appendix B.~~ A regular employee in the bargaining unit who is absent from work because of illness or injury for ~~twelve (12)~~ six (6) months, as described in Section 1, Short-Term Disability, above, may apply for long-term disability benefits. Group health and group life benefits will be extended in accordance with the plans described in ~~Appendix B~~ section 2. and pension disability benefits may be extended in accordance with the provisions of the Pension Plan described in Article XVIII, Section 1.

For the first twelve (12) months of long-term disability, the employee will retain the right to be reemployed during this period to his previous job if in the opinion of the Company physician the employee has recovered sufficiently to perform the duties of this job, or any other open bargaining unit job in accordance with Article XV, Incapacitated Employees.

If at the end of the first twelve (12) months of long-term disability the employee has not recovered sufficiently to be reinstated to his previous job, or to be placed in any other open bargaining unit job in accordance with Article XIII, Incapacitated Employees, his right to have his employment reinstated shall terminate.

Section 4. Industrial Injury. An employee absent from work due to an injury received in the course of, and arising out of, his employment with the Company and for which injury he is receiving or will receive weekly benefits (with the possible exception of the first week after the injury is received) under the Workers' Compensation law of the Commonwealth of Pennsylvania, shall be paid one-half (1/2) the difference between the amount received or to be received under the Workers' Compensation law of Pennsylvania and his regular straight-time pay for the first fifty-two (52) weeks of such absence or absences. If the first fifty-two (52) weeks has been exhausted or used up, he shall for the next fifty-two (52) weeks of such absence, be paid at the rate of twenty-five percent (25%) of the difference between such Workers' Compensation and

his regular straight-time rate. Should he continue to be absent he shall not be entitled to further benefits under this Section until he has returned to work.

Benefits will not be paid hereunder unless an employee is admitted to a hospital or ordered by his doctor not to work on such day. The employee shall furnish written confirmation of his doctor's order and the Company may require the employee to be examined by its doctor to determine the validity of the employee's absence, which determination shall be conclusive.

Section 5. Benefits under Section 2, 3 and 4 above shall be independent of each other and shall not be charged against the allowance of the other.

Section 6. The date of the employee's last employment with the Company shall be his service date and the comparable date in the next and succeeding years shall be his service anniversary dates. To become eligible for sickness or injury benefits during the first year of employment or re-employment with the Company an employee shall have completed six (6) months of continuous employment. To become eligible for sickness or injury benefits during any year following the first year of employment or re-employment an employee must have worked, including absence due to sickness, injury or leave of absence with pay, ten (10) months of the twelve (12) months next preceding his last service anniversary date, provided that this requirement for eligibility shall not be applicable to any employee returning to his employment with the Company from Military Service, layoff or leave of absence without pay during his service year in which such return occurred or his next succeeding service year.

Section 7. "Regularly scheduled hours" as that term is used herein shall be equivalent to five (5) working days of eight (8) hours each; i.e., forty (40) hours per week, at straight time.

Section 8. No benefits hereunder shall accumulate from one (1) service year to another.

Section 9. There shall be no change in the normal straight-time rate of any employee during the time that he is absent because of sickness or injury. Such change, if any, shall occur only after he has returned to his regular work.

Section 10. Benefits will not be paid unless the cause of absence is reported to the Company as provided in Article XIII, Section 5. and no employee shall be entitled to any benefits until he has presented reasonable evidence of his inability to work due to sickness or injury.

Section 11. Benefits will not be paid unless the employee adopts such remedial measures as may be commensurate with his or her condition and permits such reasonable examinations and inquiries by the Company's representative as in the judgment of the Company may be necessary to ascertain the employee's condition. Additionally, the company may require examination of the employee by its doctor to determine the status of the employee's inability to work.

Absences qualifying under both Sick Leave and Family and Medical Leave Act shall run concurrently, to the extent permissible by law.

Section 12. Benefits will not be paid for any sickness or injury attributable to the use of drugs, intoxication, willful conduct, or for any injury sustained by an employee in commission of a crime or violation of law.

Section 13. All privileges and benefits available under this Section may at any time be withdrawn by the Company in any case where they have been abused.

ARTICLE XIII

Working Conditions

Section 1. Reasonable space shall be provided for a bulletin board in all departments for the use of the Union for posting bulletins and notices stating the time, place and dates of Union meetings or events.

Section 2. The Company will furnish all such proper and required tools as are necessary to do the work.

The Company will provide suitable space for the storing of the tools and equipment furnished to employees. When tools and equipment are furnished to an employee, he shall be held responsible for their return in good condition, (except for ordinary wear and tear, or he cannot return them due to conditions beyond his control).

Section 3. In any twenty-four (24) hour period in which there has been no rest period of at least eight (8) consecutive hours, an employee who has worked sixteen (16) or more hours shall receive, in addition to compensation at his regular straight-time rate of pay, an overtime premium equal to his regular straight-time hourly rate for such hours worked in excess of sixteen (16), and he shall be entitled, when released from such work, to a rest period of eight (8) hours without pay before returning to work.

If the rest period provided above extends into his next regular scheduled hours he shall be excused from duty for that portion of his scheduled hours which is covered by the rest period without loss of pay. However, if such rest period extends into his next regular scheduled hours for five (5) or more hours he shall also be excused without loss of pay for the balance of that scheduled work period.

No employee shall, as a result of this Section, receive more than double time for hours worked or more than straight time for hours not worked.

Section 4. Upon written request of any employee and approved by the Company, a leave of absence for personal reasons may be granted by the Company for a period not to exceed ninety (90) days in any calendar year. Operational requirements and whether or not the employee can be spared from duty shall be the governing factors in considering leaves of absence for personal reasons.

Any member of the Union selected as a delegate for specific activities for or on behalf of the American Federation of Labor - Congress of Industrial Organizations or its affiliates, necessitating a leave of absence by such member, shall be granted a leave of absence not exceeding one (1) year without pay, any extension, renewal, or cancellation thereof being

optional with the Company, with the privilege of returning to work in accordance with the provisions for medical checkup, as stated in Article VII, Section 5, at his former status with all rights and privileges.

When a member of the Union has been selected for office in the Local Union, requiring his absence from duty, he shall be granted a leave of absence without pay, during which period he shall continue to accumulate seniority and upon the termination of such leave be reinstated to his former position with all rights and privileges.

All such leaves of absence shall be issued in writing and state the conditions thereof. A copy of such leaves of absence shall be kept on file by the Company and a copy furnished to the employee and the Union.

Except as provided above, no other employment shall be accepted by the employee during a leave of absence. Engagement in such employment shall result in termination of the employee.

Section 5. Employees who are unable to report for work for any reason should give their reporting headquarters, supervisor or foreman as much notice as possible but no less than one (1) hour prior to starting time, excepting that employees in Operations shall notify their reporting headquarters, supervisor or foreman no less than two (2) hours prior to starting time. In order to facilitate the required scheduling made necessary by absences, returning employees shall notify their reporting headquarters, supervisor or foreman no less than two (2) hours prior to their scheduled starting time.

Section 6. Jury Duty. Any employee who may be called for jury service or subpoenaed to appear locally as a witness in Court, or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty and paid at his regular straight-time hourly rate for the time he serves in that capacity during his regularly scheduled working time. The employee so serving as a juror or appearing as a witness will spend as much time on his regular job as he possibly can. Should the employee be required to be present in Court in a case where he is a party litigant, no compensation will be allowed.

Section 7. Funeral Leave. To attend the funeral of and/or to take care of the affairs of a deceased member of the employee's immediate family living in his home, or if the deceased was the employee's father, mother, legal guardian, father-in-law, mother-in-law, brother, sister, or child, paid time off for up to three (3) scheduled working days may be granted.

Paid time off for one scheduled working day may be granted to an employee in order to attend the funeral of the employee's grandparent, grandchild, daughter-in-law, or son-in-law who was not living in the employee's home.

Any employee will be paid at his regular rate of pay for days during funeral leave on which he normally would have worked.

Where the employee does not attend the funeral service and/or take care of the affairs of the deceased, the employee shall not be given time off under the above provisions.

Section 8. Meal Allowance.

a. If an employee is not given at least a sixteen (16) hour notice when called out to work for two (2) or more hours outside his regular schedule or when an employee is retained for overtime for two (2) or more hours after his regular schedule, he will be granted a meal allowance of \$14.00 and will be granted one-half (½) hour with pay to eat his meal at the end of the first two (2) hour period and each five (5) hour period he continues to work thereafter. However, an employee will not be granted paid time to consume a meal if entitlement occurs within two (2) hours at the end of a work period; however, he will continue to work until released. All meal allowances paid under this section will be included in the employee's next paycheck and not paid in cash.

b. When a scheduled employee (non-shift) is entitled to a third meal during any one period worked under paragraph a., such employee will be permitted to leave the plant for a forty-five (45)-minute meal period with pay. An employee will not be paid for time spent eating a meal outside the plant after he is released from work.

c. Shift employees will be permitted to eat their meals at the time designated in paragraph a., and shall not be allowed additional time therefor at Company's expense. When a shift employee is entitled to a third meal during any one period worked under paragraph a., at the employee's request, the Company will arrange to bring in a meal from outside the plant, to be paid for by the employee.

d. Meal and beverage service will be provided in the plant through vending machines.

e. Except as provided in paragraph a., above, nothing herein shall be construed to require the Company to grant a meal allowance or paid meal time during regular working hours on scheduled workdays.

Section 9. When an employee is discharged, an officer of the Local Union or his designated representative shall be notified immediately.

Section 10. Supervisors shall not perform work normally performed by the bargaining unit except in emergencies, to train employees, for the protection or preservation of lives or property, or to check or test equipment or the quantity or quality of work.

Section 11. Union representatives shall be permitted to have reasonable time off without pay to attend to Union business. Any such representative will be required to give not less than twenty-four (24) hours' notice, if possible, to his immediate foreman or supervisor. Time off shall be in units of full workdays.

ARTICLE XIV

Shift Differentials

Shift differentials will be paid only to full-time employees for work actually performed on shift schedules (as defined in Section 1 of Article IX) and shall be paid in the following amounts:

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a. For hours worked on the "Afternoon Shift" ~~one dollar and thirty cents (\$1.30) per hour effective date of ratification, and one dollar and thirty five cents (\$1.35) per hour effective February 16, 2010, and one dollar and forty cents (\$1.40) per hour effective February 16, 2011 and one dollar and forty five cents (\$1.45) per hour effective February 16, 2012, one dollar fifty cents (\$1.50) per hour, effective upon ratification, provided, however, that when under the provisions of these implemented termsis Agreement an employee is entitled to receive his regular straight-time rate of pay for time not actually worked but devoted to grievance procedure, vacation, holidays, and other occasions not actually worked, shift differentials shall not be considered as a part of his regular straight-time rate of pay provided, however, that when under the provisions of these implemented termsis Agreement an employee is entitled to receive his regular straight-time rate of pay for time not actually worked but devoted to grievance procedure, vacation, holidays, and other occasions not actually worked, shift differentials shall not be considered as a part of his regular straight-time rate of pay.~~

b. For hours worked on the "Night Shift" ~~one dollar and thirty five cents (\$1.35) per hour effective date of ratification, and one dollar and forty cents (\$1.40) per hour effective February 16, 2010, and one dollar and forty five cents (\$1.45) per hour effective February 16, 2011 and one dollar and fifty cents (\$1.50) per hour effective February 16, 2012, one dollar fifty - five cents (\$1.55) per hour, effective upon ratification.~~

ARTICLE XV

Incapacitated Employees

Section 1. a. Any employee who, because of an injury suffered in the course of and arising out of his employment with the Company, cannot in the opinion of the Company physician perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. In the event that such placement involves a demotion, such employee will not have his rate reduced but shall not receive any general wage increase unless and until his rate is equal to the maximum rate for the job classification in which he is placed. If such employee has completed twenty (20) or more years of service he may elect to receive benefits under the second paragraph of this Section in lieu of benefits under this paragraph.

b. Further, any employee who has completed twenty (20) or more years of service and who, at that time, in the opinion of the Company's physician has become incapacitated during the term of his employment and who cannot perform his regular duties but is capable of performing a job in an existing job classification in the bargaining unit, will be assigned to a job, the duties of which he is capable of performing. He shall receive the maximum rate of pay for the job classification in which he is placed, plus a percentage of the difference between his former rate of pay and such maximum for the new job. Such percentage will be twenty-five percent (25%) for twenty (20) years of service and increased by five percent (5%) for each additional year of service but not to exceed, in total, ninety percent (90%) of such difference and provided further that he shall receive one-half (½) of any general wage increase, but no such employee shall receive less than the appropriate rate for the job he is then performing.

Section 2. When an employee who has been off due to industrial injury has been released by his physician for light duty, and the Company has offered such employee light duty, the employee shall initially be carried at his regular rate for a two (2) week period. At the end of

this initial period, he shall be reviewed, and this process shall be continued with a review at the expiration of each two (2) week period. The primary purpose of these periodic reviews is to assure that the employee is returned to his regular duties as soon as he is able to do so. Conversely, if, at the expiration of ninety (90) but no later than one hundred fifty (150) calendar days from his return to light duty he is unable to resume his regular duties, he shall be treated as incapacitated in accordance with this Article.

Section 3. The monthly rate of pay plus amounts, if any, paid for Workmen's Compensation, shall not in the aggregate exceed the rate of pay which he was receiving for the job from which he was transferred, except that he shall not be paid less than the appropriate rate for the job to which he is transferred.

Section 4. Article VI of this Contract entitled "Seniority" shall not be applicable when complying with the terms of this Section, and if transferred to a job in the bargaining unit such employee's seniority in the job classification in which he is placed shall be that which he had in the job classification from which he was transferred.

Any employee displaced by an employee assigned to a job pursuant to the first or second paragraphs of this Article shall be treated as though he had been displaced under Article VII, Section 1.

ARTICLE XVI

Safety

Section 1. In the interest of safety, continuity of service, and efficient orderly operation, ~~the Union agrees that its~~ members will abide by the Company rules and regulations. Accordingly, it is understood by both the Union and Company that all rules and regulations now in effect or as adopted or changed in the future, shall be strictly enforced and observed at all times. However, no rule or regulation shall be adopted which is contrary to the law or to the terms of these implemented termsis Agreement, except at a legally enforceable order of an agency of the government.

Section 2. No employee shall be required to work alone on jobs which, by reason of their complexity and unusual hazard, are required by the Company safety rules to be worked only with a qualified helper. All employees are expected, required, and directed to observe, without fail, all Company safety rules and to attend safety meetings as scheduled.

Section 3. ~~The Company and the Union agree to cooperate in maintaining safe work practices. In furtherance of this undertaking, it is agreed that t~~The parties will comply with the rules set forth in the FirstEnergy Fossil Plant Accident Prevention Handbook-Generation Personal Safety Manual..which may be amended by the company from time to time.

Any claim or alleged violation of the rules contained in the Accident Prevention Handbook- Generation Personal Safety Manual by either the Company or an employee represented by the Union shall be subject to the grievance procedure (Article VIII) of these implemented termsis agreement.

ARTICLE XVII

Wages

Equity Adjustment: The current wage rate in effect on July 1, 2015, at each step for all classifications will be increased by (\$1.00) per hour, effective upon ratification.

Effective the date of ratification, a wage increase of five and one half percent (5.5%) will be granted on the wage rates in effect after equity adjustments outlined above. Effective one year following the date of ratification, a wage increase of two percent (2.0%) will be granted on the wages in effect at that time.

Note – the above referenced changes are reflected in the wage table and this language will not appear in the CBA.

Section 1. During the term of these ~~implemented termsis Agreement~~ the wage rates for job classifications in the bargaining unit shall be the rates specified in Appendixes A-1 and A-2.

Section 2. If the Company makes a substantial change in the duties and responsibilities of any job classification or establishes a new job classification, the Company will submit a written description of the changed or new job to the Union and, upon request, will meet with the Union to discuss the description and negotiate regarding the proper wage rate.

ARTICLE XVIII

Benefits

Section 1. Pensions. ~~It is agreed that~~ The Company's retirement plan known as "FirstEnergy Corp. Pension Plan," (hereinafter the "Pension Plan") shall be applicable to employees covered by ~~these implemented termsis Agreement~~ who were hired prior to January 1, 2005. ~~It is further agreed that~~ such Pension Plan shall not, prior to ~~January 1, 2011~~ February 15, 2017, be subject to termination, or to any amendment which would change benefits applicable at the time of such amendment to any employee in the bargaining unit, except that the continuance of the Pension Plan as so amended is contingent upon the continued allowability in full to the Company as deductions for Corporation Federal Income Tax purposes of the costs of the Pension Plan and the continued tax-exempt status of the income of the Trust Fund and such Pension Plan shall, within the limitations set forth above, be subject to any changes necessary or desirable to make such costs of the Pension Plan eligible for tax deduction or to make the income of the Trust Fund exempt from taxation or to bring the Pension Plan into conformity or compliance with applicable governmental regulations; nor shall the Pension Plan as so amended be subject to demand for change or addition-to or negotiation by the Union until sixty (60) days preceding ~~January 1, 2011~~ February 15, 2017.

Any employee hired on or after January 1, 2005 shall be eligible to participate in the FirstEnergy Corp., Pension Plan as applicable to employees hired on or after January 1, 2005, provided they meet the eligibility requirements set forth in the plan. As it pertains to an employee hired on or after January 1, 2005, the FirstEnergy Corp. Pension Plan shall remain in effect and unchanged until ~~February 17, 2017~~ December 31, 2010.

Employees who are hired or rehired on or after January 1, 2016 will not participated in the Pension Plan, but rather will participate in the FirstEnergy Cash Balance Pension Plan.

Section 2. Flexible Benefit Plan and Other Benefits. Effective on the first day of the first month after the date of ratification, the Company will maintain its Flexible Benefits Plan to provide for Medical and Prescription Drug coverage (if elected by the Union as set forth below), Dental Care, Vision Care ~~(Basic and Supplemental)~~, Group Life Insurance ~~(Basic and Supplemental)~~, Dependent Life Insurance, Accidental Death & Dismemberment Insurance, Flexible Spending Accounts, Long-Term Disability and Long Term Care, which are outlined in the FirstEnergy Employee Compensation and Benefits Handbook ("Benefits Handbook"). The Company will also have in effect a Business Accident Travel Insurance, Adoption Assistance Program, Military Leave, a Catastrophic Assistance ("CARE") Program, and the FirstEnergy Severance Benefit Plan which are outlined in the Benefits Handbook. Except as otherwise specified in this Article, participation in the Flexible Benefits Plan and other benefit programs set forth in this paragraph will be in accordance with the specific terms and conditions of the applicable plan as stated in said Benefits Handbook, ~~as amended by the Company from time to time~~. An employee electing to participate in any of the benefit plans set forth in the Benefits Handbook shall be required to contribute the same monthly contribution required by the Company of its non-bargaining unit employees unless otherwise set forth below, which includes 100% of the cost for the dental and supplemental vision plan. Employees will have the option annually to enroll or reenroll into various plan options subject to certain provisions contained herein. New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.

Beginning with the plan year of 2016 and each plan year thereafter for the duration of these implemented termterm of this Agreement, employees who are enrolled in one of the Company's High Deductible Health Plans will receive a deposit into their health savings account of \$500 (for an individual with single health care coverage) or \$1,000 (for an individual enrolled in any of FirstEnergy's other tiers of coverage). Employees not enrolled in a FirstEnergy High Deductible Health Care Plan, may elect to receive a contribution into their 401K retirement account of \$500 (for an individual with single health care coverage in a FirstEnergy plan, opt out plan or who waived coverage) or \$1,000 (for an individual enrolled in other tiers of coverage in a FirstEnergy or opt out plan). Employees are not required to make a contribution in order to receive the Company 401K contribution and such 401K contributions are not eligible for any Company match. The Company 401K contributions will be made by March 31 of each plan year, in accordance with applicable regulations.

Section 3. Group Health Insurance Plan. ~~Effective January 1, 2010, through February 15, 2013 the Company shall provide as its base plan the PPO 500 80/20 plan and the Rx 100 prescription plan as set forth in Appendix B (the "Plan"). Effective January 1, 2010, through February 15, 2013, for the base plan, each employee will pay 15% of the cost of coverage for himself and 25% of the cost of coverage for their spouse and/or dependent children. An employee shall not be responsible for payment of the monthly spousal or tobacco premium required by the Plan.~~

~~It is also agreed that if a regular employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug plan as outlined in Appendix B (the "Plan"), then the additional cost will also be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude~~

the Company from changing the provisions or discontinuing the offering of any health care plan other than the Plan at any time during the term of this Agreement.

Effective February 16, 2008 through February 15, 2013, the Company's contribution for medical and prescription drug coverage under its Plan, for an employee who retires on or after February 16, 2008 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his eligible family members for Medicare and the cost of the Health Care Coverage according to the following tables:

Effective February 16, 2008 to February 15, 2013

NO RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single	Retiree And Child(ren)	Retiree And Spouse	Family		
85	C-EC-M	C-EC-1M	C-EC-2M	C-EC-2M		
75	.75C-EC-M	.75C-EC-1M	.75C-EC-2M	.75C-EC-2M		
65	.50C-EC-M	.50C-EC-1M	.50C-EC-2M	.50C-EC-2M		
AT LEAST ONE RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE						
Minimum Points (Age + Service)	Single Medicare Eligible	Retiree and Child(ren) 1-Med. Elig.	Retiree and Spouse 1-Med. Elig.	Retiree and Spouse 2-Med. Elig.	Family 1-Medicare Eligible	Family 2-Medicare Eligible
85	C-EC	C-EC	C-EC-1M	C-EC	C-EC-1M	C-EC
75	.75C-EC	.75C-EC	.75C-EC-1M	.75C-EC	.75C-EC-1M	.75C-EC
65	.50C-EC	.50C-EC	.50C-EC-1M	.50C-EC	.50C-EC-1M	.50C-EC

Where:

- M = Amount equivalent to the Medicare Part "B" premium
- C = Cost of coverage in Comprehensive Preferred Provider Plan
- EC = Employee contribution of health care premium

Effective February 16, 2008 through February 15, 2013, the Company's health coverage for an employee who retires during the term of this Agreement shall be in accordance with the terms and conditions of the health care plan in effect for a regular full time represented employee. If the Union does not elect coverage under the Group Health Insurance Plan (as set forth below), the Company will contribute and forward payment to the Union for each employee who retires from February 16, 2008 through February 15, 2013 (and is participating in the Union's plan) the lesser of an amount equal to the contribution it would normally make for each retiree in accordance with the table above, or the amount actually charged by the Union's provider. This contribution must be used by the Union to purchase medical and prescription drug coverage for the retiree.

~~The Union on behalf of its entire membership shall have the option to withdraw from or reenter the Group Health Insurance Plan portion of the Flexible Benefits Plan every year while this Agreement is in effect, provided it gives notice of its intent to do so by the preceding August 1st. If the Union elects to withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan, it shall be solely responsible for providing health care coverage to its members and their families. The Union may not withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan until January 1 of each plan year. The Union cannot withdraw or reenter the Group Health Insurance Plan midway through any plan year. The Company will contribute and forward payment to the Union's health care provider for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Plan. This contribution must be used by the Union to purchase health care for its membership. The Union must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the terms of the Flexible Benefits Plan. Employees must notify the Union and the Company of the occurrence of a qualifying event and complete the appropriate form within thirty one (31) days of the event.~~

~~The Company commits to meet with the Union a minimum of once a year to discuss the Plan, at the Union's request.~~

a. Effective January 1, 2016 through December 31, 2016, the Company shall provide as its base medical plan ("Base Plan") the PPO 750/1500 and the Rx 100 prescription plan according to the following tables:

Base PPO Plan

	<u>In-Network</u>	<u>Out-of-Network</u>
<u>Deductible</u>	<u>\$750/\$1,500</u>	<u>\$1,500/\$3,000</u>
<u>Coinsurance</u>	<u>80% after deductible</u>	<u>60% after deductible</u>
<u>OOP Maximum</u>	<u>\$3,500/\$7,000</u>	<u>\$6,500/\$12,500</u>
<u>Office Visit</u>	<u>Subject to deductible And coinsurance</u>	<u>Subject to deductible and coinsurance</u>
<u>ER Visit</u>	<u>Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)</u>	<u>Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)</u>
<u>Hospital Admission</u>	<u>Subject to deductible and coinsurance</u>	<u>Subject to deductible and coinsurance</u>
<u>Preventive Care</u>	<u>100% No Deductible</u>	<u>Not covered</u>
<u>Lifetime Maximum</u>	<u>None</u>	

Rx Base Prescription Plan

<u>Retail</u>	<u>\$100 individual/\$200 family max. deductible</u> <u>70% coinsurance; \$5/\$15/\$30 min.¹,</u> <u>\$100 max.</u> <u>30-day supply with one refill</u> <u>Generic Drug Rule Applies</u>
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<u>Mail Order</u>	<u>Generic - 80% coinsurance: \$12.50 min</u> <u>Preferred (Formulary) - 75% coinsurance: \$37.50 min</u> <u>Brand Name - 75% coinsurance: \$75 min</u> <u>\$200 max.</u> <u>90-day supply with three refills</u> <u>Generic Drug Rule Applies</u>
<u>Other Provisions</u>	<u>Mandatory Mail Order after one refill.</u>
<u>Out of Pocket Maximum</u>	<u>\$3,000 individual/\$6,000 family annually</u> <u>maximum combined retail and mail.</u> <u>Out of network - No limit</u>

¹ Generic, Preferred (Formulary), Brand Name

Note: While the Base Plan is currently in compliance with the Affordable Care Act, the Company retains the right to make changes to the plans which may be required to ensure compliance in 2015 and 2016 after notification to the Union's Business Manager.

b. Effective January 1, 2017 through December 31, 2017, the Company will provide employees who are members of the Union with the Enhanced High Deductible Health Plan ("EHDHP") as its Base Plan, the provisions of which are described below:

2017 Enhanced High Deductible Health Plan*

	<u>In-Network</u>	<u>Out-of-Network</u>
<u>Deductible</u>	<u>\$1,250/\$2,500</u>	<u>\$2,500/\$5,000</u>
<u>Coinsurance</u>	<u>80% after deductible</u>	<u>60% after deductible</u>
<u>OOP Maximum</u>	<u>\$4,500/\$9,000</u>	<u>\$8,500/\$17,000</u>
<u>Office Visit</u>	<u>Subject to deductible</u> <u>And coinsurance</u>	<u>Subject to deductible and</u> <u>coinsurance</u>
<u>ER Visit</u>	<u>Subject to deductible</u> <u>and coinsurance</u> <u>(\$250 co-pay if not a</u> <u>medical emergency)</u>	<u>Subject to deductible and</u> <u>coinsurance</u> <u>(\$250 co-pay if not a medical</u> <u>emergency)</u>
<u>Hospital Admission</u>	<u>Subject to deductible and</u> <u>coinsurance</u>	<u>Subject to deductible</u> <u>and coinsurance</u>
<u>Preventive Care</u>	<u>100% No Deductible</u>	<u>Not covered</u>
<u>Prescriptions</u>	<u>Subject to deductible and</u> <u>coinsurance</u> <u>Mandatory Mail Order</u> <u>after one refill.</u> <u>Generic Drug Rule Applies</u>	<u>Subject to deductible and</u> <u>coinsurance</u> <u>Mandatory Mail Order after</u> <u>one refill.</u> <u>Generic Drug Rule Applies</u>
<u>Lifetime Maximum</u>	<u>None</u>	

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* The deductibles and out-of-pocket maximums of the EHDHP are designed to qualify the plan as an eligible high deductible health plan for purposes of offering a Health Savings Account. The IRS determines these guidelines which may index over time. For 2014, the minimum deductible is \$1,250 single/\$2,500 family; the maximum out-of-pocket maximum is \$6,250 single/\$12,500 family. The Company shall continue to index the deductibles and out-of-pocket maximums in the EDHDP based on IRS guidelines to ensure the plan meets the requirements of a qualified HDHP for offering a Health Savings Account.

Note: While the EHDHP is currently in compliance with the Affordable Care Act, the Company retains the right to make changes to the plans which may be required to ensure compliance in 2017 after notification to the Business Manager.

c. The remaining Other options under the Medical Plan applicable to eligible employees shall may be established by the Company and on the same terms and conditions as are applicable from time to time for certain FirstEnergy bargaining and all non-bargaining unit employees.

It is also agreed that if the Union elects coverage under the applicable Company Base Plan, as outlined above in Subsection a. and b., and a regular full-time employee enrolls in another medical plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage under the applicable Company Base Plan, then the that additional cost will also be paid by the employee. With the exception of the applicable Company Base Plan, as outlined above in Subsection a. and b., this does not preclude the company from changing the provisions or discontinuing the offering of any medical plan, at any time Agreement.

d. Effective January 1, 2015 through December 31, 2016, for the Base Plan, each regular full-time employee will pay a maximum of 15% of the cost of appropriate level of coverage for him/herself (employee only) and 25% of the cost of coverage providing the appropriate level of coverage for their spouse, employee plus children or family.

Effective January 1, 2017 through December 31, 2017, for the Base Plan, each regular full-time employee will pay a maximum of 20% of the cost of appropriate level of coverage for him/herself (employee only) and 30% of the cost of coverage providing the appropriate level of coverage for their spouse, employee plus children or family.

It is also agreed that if a regular employee enrolls in another health care plan offered by the Company, and the cost of coverage in that plan exceeds the cost of coverage in the Medical and Prescription Drug plan as outlined in Appendix B (the "Plan"), then the additional cost will also be paid by the employee per the terms of the Flexible Benefits Plan. This does not preclude the Company from changing the provisions or discontinuing the offering of any health care plan other than the Plan at any time during the term of this Agreement.

Section 4. Retiree Health Care. Effective February 16, 2008 through December 31, 2015 November 30, 2015 October 31, 2015 February 15, 2013, the Company's contribution for medical and prescription drug coverage under its Plan, for an employee who retires on or after February 16, 2008 shall be based on such retiree's age and service at the time of retirement, the eligibility of the retiree and his eligible family members for Medicare and the cost of the Health Care Coverage according to the following tables:

Effective February 16, 2008 to December 31, 2015 ~~November 30, 2015~~ ~~October 31, 2015~~
~~February 15, 2013~~

<u>NO RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE</u>						
<u>Minimum Points (Age + Service)</u>	<u>Single</u>	<u>Retiree And Child(ren)</u>	<u>Retiree And Spouse</u>	<u>Family</u>		
<u>85</u>	<u>C-EC-M</u>	<u>C-EC-1M</u>	<u>C-EC-2M</u>	<u>C-EC-2M</u>		
<u>75</u>	<u>.75C-EC-M</u>	<u>.75C-EC-1M</u>	<u>.75C-EC-2M</u>	<u>.75C-EC-2M</u>		
<u>65</u>	<u>.50C-EC-M</u>	<u>.50C-EC-1M</u>	<u>.50C-EC-2M</u>	<u>.50C-EC-2M</u>		
<u>AT LEAST ONE RETIREE OR SPOUSE ELIGIBLE FOR MEDICARE</u>						
<u>Minimum Points (Age + Service)</u>	<u>Single Medicare Eligible</u>	<u>Retiree and Child(ren) 1 Med. Elig.</u>	<u>Retiree and Spouse 1 Med. Elig.</u>	<u>Retiree and Spouse 2 Med. Elig.</u>	<u>Family 1 Medicare Eligible</u>	<u>Family 2 Medicare Eligible</u>
<u>85</u>	<u>C-EC</u>	<u>C-EC</u>	<u>C-EC-1M</u>	<u>C-EC</u>	<u>C-EC-1M</u>	<u>C-EC</u>
<u>75</u>	<u>.75C-EC</u>	<u>.75C-EC</u>	<u>.75C-EC-1M</u>	<u>.75C-EC</u>	<u>.75C-EC-1M</u>	<u>.75C-EC</u>
<u>65</u>	<u>.50C-EC</u>	<u>.50C-EC</u>	<u>.50C-EC-1M</u>	<u>.50C-EC</u>	<u>.50C-EC-1M</u>	<u>.50C-EC</u>

Where:

M = Amount equivalent to the Medicare Part "B" premium

C = Cost of coverage in Comprehensive Preferred Provider Plan

EC= Employee contribution of health care premium

Effective February 16, 2008 through December 31, 2015 ~~November 30, 2015~~ ~~October 31, 2015~~ ~~February 15, 2013~~, the Company's health coverage for an employee who retires during these implemented terms ~~term of this Agreement~~ shall be in accordance with the terms and conditions of the health care plan in effect for a regular full-time represented employee. If the Union does not elect coverage under the Group Health Insurance Plan (as set forth below), the Company will contribute and forward payment to the Union for each employee who retires from February 16, 2008 through December 31, 2015 ~~November 30, 2015~~ ~~October 31, 2015~~ ~~February 15, 2013~~ (and is participating in the Union's plan) the lesser of an amount equal to the contribution it would normally make for each retiree in accordance with the table above, or the amount actually charged by the Union's provider. This contribution must be used by the Union to purchase medical and prescription drug coverage for the retiree.

Effective December 31, 2015 ~~November 30, 2015~~ ~~October 31, 2015~~, any current retiree eligible for a Company subsidy for retiree medical coverage in accordance with the terms of the parties' prior collective bargaining agreement and any active employee who retires during these implemented terms ~~of this Agreement~~, shall not receive any Company subsidy for retiree medical coverage. Effective December 31, 2015 ~~November 30, 2015~~ ~~October 31, 2015~~, the above-defined current and future retirees shall be eligible to participate in a group health care plan determined by the Company at the employee's sole expense. The terms, conditions, benefits, and eligibility requirements for such retiree group health plan will be determined by the provisions of the applicable plan documents. This retiree group health care plan may be amended or terminated at any time during this period of implemented terms ~~of this Agreement~~ at

the sole discretion of the Company, in accordance with the provisions of the applicable plan documents. Further, any disputes with respect to this retiree group health care plan shall be resolved in accordance with the review procedures set forth in the applicable plan documents, and will not be subject to the grievance and arbitration procedures set forth in these implemented termsis Agreement.

Section 5. Medical and Prescription Drug: Union Opt Out Plan. The parties agree that in the event the Company becomes subject to a penalty under the Patient Protection and Affordable Care Act (PPACA), the Company will be able to offer to the employees represented by Local 272 a suitable plan that meets the requirements of the Act (PPACA) and therefore avoids any penalty to the Company.

Regardless, ~~the~~ Union, on behalf of its entire membership, shall have the option to withdraw from or reenter the Company Plan on effective January 1, 2015 and every January 1 thereafter while these implemented terms are in effect. Otherwise the Union's employees must participate in the Company Plan. Except as noted in the paragraph above, in a year where the Union is permitted and has withdrawn from the Company Plan, employees will not have the option to participate in the Company Plan, except as noted above in this section. Instead, Employees who desire medical and prescription drug coverage will have the option to participate in a stand-alone Union sponsored Hhealth Ccare Pplan ("the Union Plan") subject to the following provisions: of this Agreement.

1. Structure of the Opt Out Union Plan

- A. The Union ~~will~~ may only arrange for ~~the~~ a fully insured heath care and prescription drug Plan solely to provide health care benefits and associated costs for ~~Employeesits~~ members and Retirees who would otherwise be eligible to participate in the Company Plans.
- B. The Union shall ~~direct~~provide the Company specific written instructions directing the Company where to send the Company, and Employee and Retiree contributions directly as outlined below. This authorization must include the name of the Insurer that the money will be sent to along with corresponding account information.
- C. The Union must notify the Company by XXXXXXXXXXXX each year of its intention to opt out of the Company Plan.

By its signature below, the Union authorizes the Company to send all contributions for the Plan to the following:

Name of Insurer: Highmark
Account Information: BNY Mellon Bank
ABA #043000261
Account Name: Highmark, Inc.
Account Number: 129-1882

2. Company Responsibilities

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- A. The Company will provide the rates and contribution levels for the Company Plan portion of the Flexible Benefits Plan by July 1 of the preceding year.
- B. The Company will contribute and forward payment, as set forth in I.B. above, to the Insurer for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Company's Base Plans, provided the employee is enrolled in a comparable health care plan.
- a. Company and Employee contributions for the fully insured ~~medical and prescription drug~~ Union Plans will be forwarded on the first Friday of each month to the Insurer, depending on the written direction instructions provided by the Union in I.B. above.
- b. The Company will adjust its Company contributions to reflect changes in coverage status, provided that the Company has received satisfactory documentation of the reason for the coverage status change and the reason is a recognized qualifying event under the terms and conditions of the Company's Flexible Benefits Plan.
- c. The Company will collect Employee contributions through payroll/pension withholdings for Employees and Retirees where applicable. To the extent practicable, the Company will collect Employee premiums on a pre-tax basis and forward as outlined herein in the Collective Bargaining Agreement.
- d. The Company will provide the Sponsor/Administrator with sufficient information regarding Employees, Retirees and new hires so that the Sponsor/Administrator can contact those individuals regarding enrollment. The Union will ensure that the annual open enrollment is conducted and the exchange of data between the Company and the Sponsor/Administrator and/or Insurer is in a mutually agreed upon and acceptable format.
- ~~The Company will inform the Union of the amount of Company health care rates and contributions for the next year's plans by July 1 of the current plan year.~~

3. Union Plan Responsibilities

The Union shall be the Sponsor of the Union Plan. The Union, or its designated Plan Administrator, is solely responsible for administering all aspects of the Union Plan, including without limitation, enrollment, customer service, claims processing, administering an effective dispute resolution and appeals process for Plan participants, confirming the payment of medical and prescription drug claims through their identified carrier, maintaining and updating participant information, record keeping, COBRA administration, and all IRS Department of Labor and other government filings and reporting including Form 5500's, where applicable.

A. The Union must use contributions made by the Company, and Employees and Retirees solely to provide health care benefits and associated costs to Company participants in the Union Pplan.

B. The Union shall have its Broker or its Insurer bill the Company on a monthly (or other agreed upon basis) for the Company contributions. Such billing will set total monthly health care premium, setting forth in reasonable detail the number of covered Employees, Retirees, and associated levels of coverage and Company contributions owed in an acceptable Excel spreadsheet format as specified by the Company. The Company will have the right upon reasonable notice to audit records for purposes of determining compliance with this provision Agreement.

C. The Union shall will ensure that it or its designated Plan Sponsor/Administrator distributes open enrollment documents for new hires.

D. The Union will ensure that the annual open enrollment is conducted and the exchange of data between the Company and the Plan Administrator and/or Insurer is in an acceptable format, as specified by the Company.

E. For every year in which the Union is opted out of the Company's Plan, by September 1st prior to a new plan year, the Union will provide the Company a summary of the health plans being sponsored by the Union including:

- Plan name(s)
- Summary of plan benefits. The union must verify that the plan(s) are fully insured plan(s).
- Total monthly premium cost of the plan(s), by each coverage tier
- Employee contributions for the plan(s), by each coverage tier (Total premium minus Company contribution)
- Notify Company as to which carrier to remit payment

F. After the Sponsor/Administrator Union or its designated Plan Administrator conducts its enrollment, the Company requires Union will provide the Company the following enrollment information in an Excel spreadsheet acceptable format, as determined by the Company, by November 15th, prior to a new plan year.

- Employee name (first and last in separate columns)
- Employee date of birth
- Employee SSN (no dashes and leading zeros)
- SAP number
- Dependent name (s)
- Dependent SSNs (no dashes and leading zeros)
- Plan elected, using the Alpha Group applicable plan codes
- Tier elected, using the Alpha Group applicable plan group codes

— If this documentation is not provided, the employees will remain in the Company provided plan.

4. Employee/Retiree Responsibilities

- A. The Union acknowledges that its active and retired members are responsible for timely remitting (through payroll, pension deductions or billing as applicable) all premiums owed for coverage provided by the Pplan.
- B. The Union acknowledges that its active and retired members are responsible for reviewing the Plan's coverage eligibility rules and for enrolling in and maintaining coverage for which they and their dependents are eligible.
- C. The Union acknowledges that because the Company will still be providing non-medical employee benefits outside the Plan, Employees and Retirees participants are responsible for notifying the Human Resource Service Center (HRSC) at the Company, within 31 days of any qualifying events, changes in dependent coverage eligibility, address changes or other information changes or updates.

5. Opt-Back

Notice must be given to the Company by August 1st ("notice date") prior to the year the withdrawal, continued withdrawal, or reentry is to be effective. If the Union does not provide timely notice of its desire to withdraw (or remain withdrawn) from the Company Plan, then the Union's status will remain unchanged. The Union, on behalf of all Employees and Retirees, will have the option to withdraw from or reenter the Group Health Insurance portion of the Flexible Benefits Plan every year the Collective Bargaining Agreement is in effect provided it gives notice of its intent to do so by the preceding August 1st.

The Union on behalf of its entire membership shall have the option to withdraw from or reenter the Group Health Insurance Plan portion of the Flexible Benefits Plan every year while this Agreement is in effect, provided it gives notice of its intent to do so by the preceding August 1st. If the Union elects to withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan, it shall be solely responsible for providing health care coverage to its members and their families. The Union may not withdraw from the Group Health Insurance Plan portion of the Flexible Benefits Plan until January 1 of each plan year. The Union cannot withdraw or reenter the Group Health Insurance Plan midway through any plan year. The Company will contribute and forward payment to the Union's health care provider for each employee an amount equal to the contribution it would normally make for each employee represented by the Union under the Plan. This contribution must be used by the Union to purchase health care for its membership. The Union must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the terms of the Flexible Benefits Plan. Employees must notify the Union and the Company of the occurrence of a qualifying event and complete the appropriate form within thirty-one (31) days of the event.

The Company commits to meet with the Union a minimum of once a year to discuss the Plan, at the Union's request.

~~Section 46. Savings and Tax Deferral Plan. It is agreed that~~ Employees covered by ~~these implemented terms is Agreement~~ will continue to be eligible to participate in the Company's Savings and Tax Deferral Plan.

~~Section 57. Educational Assistance. It is agreed that~~ employees covered by ~~these implemented terms is Agreement~~ will be eligible to participate in the Company's Educational Assistance program under the terms and conditions specified in the Company's Benefit Handbook.

ARTICLE XIX

Term of Agreement

~~This Agreement, except as otherwise specifically provided herein, shall be effective for the period beginning December 5, 2009, through February 15, 2013, September 17 through February 15, 2017, and shall continue in effect thereafter from year to year unless written notice is given by either party to the other not less than sixty (60) days prior to February 16, 2013 2017, or the anniversary of such date any year thereafter of intention to terminate this Agreement or to negotiate amendments or modifications of this Agreement~~

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this ____ day of _____.

FOR THE UNION:
I.B.E.W., LOCAL 272

FOR THE COMPANY:
FirstEnergy Generation Corp.

By: _____

Herman Marshman
President, IBEW 272

By: _____

Charles P. Cookson
Exec. Director, Labor Relations

APPENDIX A-1
Effective upon ratification

<u>Job Classification</u>	<u>Salary Grade</u>
Maintenance Mechanic	
-Mechanic A prior to June 1, 2009	15.5
-All Others	15
Master Maintenance Mechanic	16
Tool Repair Mechanic	13
Electrician	
-Electrician A prior to June 1, 2009	15.5
-All Others	15
Master Electrician	16
Plant Helper	06
Power Plant Attendant	11
Power Plant Operator	
-Power Plant Operator A prior to June 1, 2009	15.5
-All Others	15
Control Room Operator	18
Lime Operator	15
Senior Lime Operator	16
Yard Operator Mechanic	
-Yard Operator Mechanic A prior to June 1, 2009	15.5
-All Others	15
Master Yard Operator Mechanic	16
Senior Yard Operator Mechanic – Boat Captain	16
Instrument and Test Mechanic	
-I&T A prior to June 1, 2009	15.5
-All Others	15
Master Instrument and Test	16
Laboratory Analyst	09
Stock Tender	07
Senior Stock Tender	11

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Appendix A-2 (Wages)
Effective Upon Ratification (\$1.00 Equity & 5.5% GWI)

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic					
Mechanic A prior to June 1, 2009	15.5			34.003	35.205
All Others	15	30.395	31.856	32.721	33.887
Master Maintenance Mechanic	16		34.520	35.300	35.954
Tool Repair Mechanic	13		30.616	31.639	33.343
Electrician					
Electrician A prior to June 1, 2009	15.5			34.003	35.205
All Others	15	30.395	31.856	32.721	33.887
Master Electrician	16		34.520	35.300	35.954
Plant Helper	6		25.019	25.689	26.470
Power Plant Attendant	11		29.234	30.110	31.054
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			34.003	35.205
All Others	15	30.395	31.856	32.721	33.887
Control Room Operator	18	35.933	36.735	37.605	38.323
Lime Operator	15	30.395	31.856	32.721	33.887
Senior Lime Operator	16		34.520	35.300	35.954
Yard Operator Mechanic					
Yard Opr Mech A prior to June 1, 2009	15.5			34.003	35.205
All Others	15	30.395	31.856	32.721	33.887
Master Yard Operator Mechanic	16		34.520	35.300	35.954
Senior Yard Operator Mechanic-Boat Captain	16		34.520	35.300	35.954
Instrument and Test Mechanic					
I&T A prior to June 1, 2009	15.5			34.003	35.205
All Others	15	30.395	31.856	32.721	33.887
Master Instrument and Test	16		34.520	35.300	35.954
Laboratory Analyst	9	26.670	27.477	28.321	29.192
Senior Stock Tender	11		29.234	30.110	31.054

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Appendix A-3 (Wages)
Effective One Year Following Ratification (2.0% GWT)

<u>Job Classification</u>	<u>Labor Grade</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Mechanic					
Mechanic A prior to June 1, 2009	15.5			34.683	35.909
All Others	15	31.003	32.493	33.375	34.565
Master Maintenance Mechanic	16		35.210	36.006	36.673
Tool Repair Mechanic	13		31.228	32.272	34.010
Electrician					
Electrician A prior to June 1, 2009	15.5			34.683	35.909
All Others	15	31.003	32.493	33.375	34.565
Master Electrician	16		35.210	36.006	36.673
Plant Helper	6		25.519	26.203	26.999
Power Plant Attendant	11		29.819	30.712	31.675
Power Plant Operator					
Power Plant Oper A prior to June 1, 2009	15.5			34.683	35.909
All Others	15	31.003	32.493	33.375	34.565
Control Room Operator	18	36.652	37.470	38.357	39.089
Lime Operator	15	31.003	32.493	33.375	34.565
Senior Lime Operator	16		35.210	36.006	36.673
Yard Operator Mechanic					
Yard Opr Mech A prior to June 1, 2009	15.5			34.683	35.909
All Others	15	31.003	32.493	33.375	34.565
Master Yard Operator Mechanic	16		35.210	36.006	36.673
Senior Yard Operator Mechanic-Boat Captain	16		35.210	36.006	36.673
Instrument and Test Mechanic					
I&T A prior to June 1, 2009	15.5			34.683	35.909
All Others	15	31.003	32.493	33.375	34.565
Master Instrument and Test	16		35.210	36.006	36.673
Laboratory Analyst	9	27.203	28.027	28.887	29.776

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APPENDIX BFirstEnergy
Flexible Benefits PlanGeneral Descriptive Summary

~~Beginning on the first day of the first month after the date of ratification, the Company will provide employees who are members of I.B.E.W. Local Union No. 272 with its Flexible Benefits Plan, the provisions of which are described below:~~

~~The Flexible Benefits Plan will consist of the following options:~~

Preferred Provider Plan PPO 500 80/20

	In Network	Out of Network
Deductible	\$500/\$1000	\$1,500/\$3000
Coinsurance	80% after deductible	60% after deductible
OOP Maximum	\$3,500/\$6,500	\$6,500/\$12,500
Office Visit	Subject to deductible And coinsurance	Subject to deductible and coinsurance
ER Visit	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)	Subject to deductible and coinsurance (\$250 co-pay if not a medical emergency)
Hospital Admission	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Preventive Care	100% No Deductible	Not covered
Lifetime Maximum	\$2,500,000	

Prescription Drug Plan /Rx 100

Retail	\$100 individual/\$200 family max. deductible 70% coinsurance; \$5/\$15/\$30 min. ² ; \$100 max. 30-day supply with one refill Generic Drug Rule Applies
Mail Order	80% coinsurance \$12.50/\$37.50/\$75 min. ² ; \$200 max. 90-day supply with three refills Generic Drug Rule Applies
Other Provisions	Mandatory Mail Order after one refill.
Out of Pocket Maximum	\$3,000 individual/\$6,000 family annually maximum combined retail and mail. Out of network — No limit

² Generic, Preferred (Formulary), Brand Name

~~FirstEnergy~~
~~Flexible Benefits Plan~~

~~Vision Care: _____~~

- ~~— Basic (Included with Health Care)~~
- ~~— Supplemental~~

~~Group Life: _____~~

- ~~— Basic~~
- ~~— Supplemental~~
- ~~— Accidental Death and Dismemberment~~
- ~~— Employee Only~~
- ~~— Family~~
- ~~— Dependent Life Insurance~~
- ~~— Standard (\$10,000 Spouse/\$5,000 Children)~~
- ~~— High Level (\$20,000 Spouse/\$10,000 Children)~~
- ~~— Premier Level (\$40,000 Spouse/\$10,000 Children)~~

~~Spending Accounts: _____~~

- ~~— Health Care~~
- ~~— Dependent Care~~

~~Long Term Disability~~

- ~~— Basic~~
- ~~— Supplemental~~

~~Dental Plan: _____~~

- ~~— Basic~~
- ~~— Supplemental~~

~~Other: _____~~

- ~~— Long-term Care Plan~~
- ~~— Adoption Assistance Plan~~

~~Employees will have the option annually to enroll or reenroll into various plan options subject to certain provisions contained herein.~~

~~New employees will be able to participate in the Flexible Benefits Plan effective the first of the month following their date of employment.~~

APPENDIX C

SAFETY COMMITTEE

(a) A Safety Committee consisting of eight (8) members designated by the Union and four (4) members designated by the Company shall be established. The Safety Committee shall meet four (4) times each year at such time and places as determined by the Committee. Additional meetings may be called by either party. When such additional meetings are called by the Union, the provisions of paragraph (d) hereof shall not apply thereto, unless the Company agrees the subject matter merits attention and is of mutual concern, paragraph (d) hereof shall apply.

(b) The function of the Safety Committee shall be to advise the Company concerning safety matters. In the discharge of its function the Safety Committee may consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

(c) The minutes of each meeting of such Committee shall be recorded by a stenographer and a copy of such minutes shall be furnished to, and approved by, each member of the Committee.

(d) The Company will pay the eight (8) employees designated by the Union for all time lost from their scheduled work.

APPENDIX D

ABSENTEEISM

~~The Parties agree that r~~Regular attendance is essential to one's continued employment as well as to the operation of the plant and, hence, that it is in the best interests of all employees, the Union, and the Company to eliminate absenteeism from work except in instances where it cannot be avoided. Therefore, in an attempt to eliminate unnecessary absenteeism, ~~it is agreed that~~ the Company will continue implementation of the following amended procedures.

I. Attendance Improvement

For each payroll quarter of a year, the Company will analyze each employee's absence record. A personal interview will be arranged with each employee whose record appears to be unsatisfactory. Each case will be determined on its own merits under the guidelines below.

A. Absence Due to Non-Industrial Illness or Injury

When an employee has an excessive absenteeism due to chronic non-industrial illness or injury, he or she will be required to provide a medical description of the cause of the illness or injury, which shall include the prognosis for recovery and a medical remedial program. Failure to follow such remedial program will be cause for disciplinary action including discharge.

Excessive absenteeism, regardless of cause, is determined annually based on the prior payroll year by calculating 10% of the number of employees with absenteeism. This number represents the total number of employees who will be subject to quarterly reviews throughout the payroll year. This number of employees will be those having the highest number of absence hours and having at least three (3) or more absence occurrences. Employees in this group must make appropriate improvement as determined on a case-by-case basis during the current payroll year by being at or below the plant average for absenteeism and having no more than three (3) occurrences. If this progress is not obtained, said employee(s) may be subject to disciplinary action up to and including discharge. Employees who improve their attendance and for two (2) consecutive years remain at or below the plant average for absenteeism and three (3) occurrences or less per year will be released from this program. The plant average is either the actual employee absence average or 32 hours, whichever is greater.

APPENDIX D (continued)

B. Personal Absences

Personal absences are classified as excused or unexcused. Any personal absence not pre-arranged through the appropriate foreman or supervisor will be deemed an unexcused absence unless the employee is physically precluded from so arranging.

The discipline assigned in cases of unexcused personal absence will be based on an employee's disciplinary record. In those cases where an employee has received prior discipline, his or her record will be taken into consideration in determining the appropriate discipline under this program. For employees who have not received prior discipline, progressive discipline may be utilized depending upon the facts of the given situation using as a guide the following procedure:

- 1st unexcused absence of a single day - Oral Reprimand
- 2nd unexcused absence of a single day - Letter of Reprimand
- 3rd unexcused absence of a single day - Five-day Suspension
- 4th unexcused absence of a single day - Termination

The consecutive twenty-four (24)-month period prior to the employee's latest unexcused absence is the time interval which is considered for determining whether an unexcused absence is a 1st, 2nd, 3rd or 4th instance.

II. Illness Verification

Throughout any payroll year an employee, upon reaching his ~~fifth (5th)~~ third (3rd) occurrence of whole day absence or when incurring ~~seventy-two (72)~~ twenty four (24) or more hours of absence due to non-industrial illness or injury (excluding hours relating to an inpatient hospital stay), will be required to present sufficient evidence of his inability to work for the remainder of such payroll year.

APPENDIX E

UNIFORMS, COVERALLS, DISPOSABLE COVERALLS, WORK GLOVES, SAFETY SHOES AND PRESCRIPTION SAFETY GLASSES

UNIFORMS AND COVERALLS

The Company will arrange for either uniforms or coveralls with weekly laundering service for all employees. The Company will pay \$1.30 per employee per week toward the cost of this service and each employee will pay the balance by monthly payroll deduction.

DISPOSABLE COVERALLS

Disposable coveralls will be provided at no cost to employees when they are engaged in the following activities: Maintenance work inside boilers and condensers; work involving direct contact with acids, caustics and quicklime.

WORK GLOVES

The Company through its storeroom will provide at no cost to the employees appropriate work gloves and will provide new replacements thereof upon the return of the used gloves.

SAFETY SHOES

~~The Company will reimburse employees in accordance with the Safety Shoe Program for safety shoes purchased equal to 30% of the purchase price, but in no case shall such amount exceed \$30.00 per pair.~~

PRESCRIPTION SAFETY GLASSES

~~The Company will contribute \$25.00 toward the cost of single correction prescription safety glasses and \$37.50 toward multiple correction prescription safety glasses.~~

It is agreed that in the first bi-weekly paycheck following February 15 of each year, the Company will provide an annual safety allowance of \$120.00 to each employee. This allowance must be used by employees for the purchase of personal protective equipment such as safety shoes and prescription safety glasses.

It is understood that in the event of the abuse of any of the above provisions by an employee, all such programs shall be withdrawn as to that employee.

APPENDIX F

OVERTIME PROCEDURES

In reference to the application of Article IX, Section 5, of the implemented terms Agreement between the Company and Local Union No. 272 of the International Brotherhood of Electrical Workers, A.F.L. C.I.O. (the "Union"), the following procedures are in place during the period of implemented terms: have been agreed to between the Local Union No. 272 and local plant management:

1. Overtime shall be distributed within the classification in which the work required is normally performed by use of the "call board" system.
2. Overtime will be offered to the eligible employee in the order shown on the "call board" list. (the employee on the top of the list will be first called.) When an eligible employee is contacted and accepts or refuses the overtime offered, his/her name will be moved to the bottom of the list. If no contact is made with the eligible employee, then his/her name will not move on the "call board".
3. Arrangements for overtime shall not be started sooner than 72 hours, or 88 hours on Friday 7:00 a.m. before the start of the overtime shift. In either case, overtime may not be offered in blocks exceeding 48 hours. When overtime is known in advance to be needed for two (2) or more shifts, the overtime will be arranged and filled in chronological order in blocks not to exceed 48 hours. Arrangements for drafting eligible employees as set forth in item no. 17 below shall not be started sooner than 72 hours before the start of the overtime shift or 88 hours on Friday, 7:00 a.m.
4. When overtime has been arranged and filled for a given period, the overtime will be charged; and if intervening overtime is needed, the existing arrangement will stand as charged and the intervening overtime will be arranged on that basis.
5. An attempt to contact an employee for overtime will not be made during the hour preceding or following his/her scheduled shift in order to avoid missing him/her while he/she is enroute to or from work except that when a shift employee, as defined in Article V, Section 4, has failed to report for work and has not called in, the individual who has not been relieved will be released one-half hour after the start of the shift and relieved by any available qualified individual. In the meantime, efforts to fill the job through the overtime procedure will be initiated.
6. The Company will post the overtime "call board" list each day the list changes. Monday through Friday, showing the positions of employees per classification including designation of contacts and no contacts.
7. When an employee is upgraded to a higher job within the bargaining unit, and the period of upgrade is less than five (5) working days, the employee shall be offered

APPENDIX F (continued)

overtime in his/her regular job classification. When the period of upgrade to a higher job is of five (5) or more days, then his/her name will be placed at the bottom of the list on the "call board" in the classification to which he/she is upgraded. When he/she returns to his/her regular job, he/she will return to his/her relative position on the "call board" list prior to the upgrade. When an employee is to be temporarily upgraded to a higher classification for a period of five (5) or more days, overtime offered to him/her in the off days prior to the start of the upgrade will be in only his/her regular classification. During the upgrade period and during the off days following the upgrade period and until the employee starts back to work on his/her regular job, overtime will be offered only in the upgraded classification. An employee upgraded to a non-bargaining group job will be eligible for overtime in the upgraded classification beginning with the first day of the upgrade and continuing until the employee starts back to work on his/her regular job. When he/she returns to his/her regular job, he/she will be placed at the bottom of the callboard list.

8. An employee shall be deemed to be on vacation and shall not be eligible for overtime from the time the employee is released from work on the last regular scheduled workday prior to the vacation period, until the employee has physically started to work on the next regularly scheduled shift.

This section applies to work schedules consisting of five (5), six (6) or seven (7) days only or when an employee extends his full week of vacation into the next week by using additional vacation days without returning to work.

For single day guidelines, see item no. 13 of this procedure.

9. When an employee is transferred or promoted from one classification to another, his/her name will be placed at the bottom of the list on the "call board" in the new classification. When an employee goes from an upgrade directly to a promotion in the same classification to which upgraded, the adjustment in position on the "call board" list that took place when he/she was upgraded will suffice for the adjustment required under this item.
10. When an employee returns to his/her old job under Article VI, Section 3, his/her name will be placed at the bottom of the "call board" list in his/her old job classification.
11. Premiums paid for change of schedule without notice, holiday pay, scheduled hours worked on the holiday, and any other premiums other than overtime premium shall not effect the employee's position on the "call board" list. This also includes overtime paid as a result of attending meetings, i.e. safety and general information, as well as premiums paid for errors in calling out.

APPENDIX F (continued)

12. When an employee is permanently transferred or promoted to a new classification, overtime will be worked in the old classification until the beginning of the payroll day on which the transfer or promotion takes place.
13. An employee on union business, funeral leave, paid absence day, vacation day, personal days off, jury duty, or a day in lieu of a holiday will not be eligible to work overtime during the twenty-four (24) hour period of such calendar day. An employee on sick leave, leave of absence, or military duty will not be eligible for overtime until he/she has physically started work on a regularly scheduled shift. Days taken in lieu of a holiday shall be coded "h". Pay for overtime worked on the holiday (not in lieu of day) will be at the overtime rate stated in article IX, Section 6. Union officers and executive board members will be ineligible for overtime on the afternoon shift of any executive board or membership meeting.
14. An employee working on a job which will require two (2) hours or less to complete may be offered that overtime. As soon as it becomes apparent that the job will extend beyond the two (2) hours, a callout will be made in accordance with item no. 2 above. An employee who works 2 hours or less, 4 hours or less for a 12-hour schedule, will not change his/her position on the "call board".
15. If the Company determines that an employee cannot work overtime due to medical restrictions, such employee will not be offered overtime until he has been released for such work by the Company doctor.
16. Overtime arrangements will be made only with the employee except where the employee has given written approval to make the arrangement with a designated representative such as spouse, mother, father, etc. In this event, the overtime arrangement shall be considered to be between the employee and the company.
17. When making arrangements for overtime, the person making the overtime calls, when he/she has gone through the entire classification list, and the need for overtime work is not satisfied by voluntary acceptance of the overtime, the overtime work will be filled by drafting the eligible employee as follows: The Company will establish a rotating draft list for each job classification. The eligible employee highest on the list from among those either currently at work or not at work but scheduled to be at work for the next shift, shall be drafted first. If the need for overtime work is not satisfied then the overtime shall be filled by drafting the highest eligible employee not at work but scheduled to be at work on the next subsequent shift. This process shall continue for subsequent shifts until the overtime is filled. Once an employee has been drafted, he will be moved to the bottom of the list. For transition purposes, the initial rotating draft list shall be established by placing employees on the list in inverse Job Seniority.

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APPENDIX F (continued)

18. The company agrees that in the event the wrong man/woman is called for overtime, the bypassed employee will be paid the premium in excess of his/her regular straight time rate for the number of hours he/she should have worked and shall maintain his/her position on the "call board" list.

Note: No contact means:

- a. When the phone is busy.
- b. No answer.
- c. When unable to speak to employee or designated representative as defined in item no. 16.

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APPENDIX G

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION

~~It is agreed that~~ Effective February 16, 1996, the Company will establish a voluntary employee benefit association (VEBA) for the benefit of employees covered by this Agreement. To the extent determined by the Company, the VEBA shall be maintained so as to provide for the funding of post-retirement health benefits for current and future retired employees and their beneficiaries.

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APPENDIX H
COMMITTEE ON POLITICAL EDUCATION

I.B.E.W. – C.O.P.E. (Committee on Political Education) A political action committee, will receive at no cost, access to and use of Company's payroll deduction as does and to the same extent as FirstEnergy Generation Corp. Employee State and Federal Political Action Committee.

APPENDIX I

a. The schedule of job classifications set forth in Appendix A-1 indicates the labor grades and minimum starting steps for each occupational group. The hourly wage schedules set forth in Appendix A-2 indicate the progression steps within the wage ranges for each labor grade. Employees currently receiving a rate higher than those set forth will not be reduced, as long as they remain in their current classifications.

b. When an employee is promoted, or is upgraded to higher rated work, he will receive the starting rate for the new job. In such event, he will receive an increase sufficient to bring him to the progression step in the new job next above his old rate, but not higher than the maximum rate for the new job. In cases of temporary assignment to higher rated work, the employee will revert to his old rate upon conclusion of such assignment.

c. Each employee will be eligible to progress to the next step within his or her classification only upon completion of the OJTs/TPEs (On the Job Training/Task Performance Evaluations) applicable to each step. Specifically, employees in the Master Classifications will start at step 5 and progress to step 6 upon the completion of 50% of the OJTs/TPEs for that classification; to step 7 upon completion of 100% of the OJTs/TPEs. Employees in Labor Grade 15 will start at step 4 and progress to step 5 upon the completion of 33% of the Level 2 OJTs/TPEs for that classification; to step 6 upon completion of 66% of the Level 2 OJTs/TPEs; and, to Labor Grade 15.5, step 7 upon completion of all the Level 2 OJTs/TPEs.

Power Plant Attendants will start at Labor Grade 11, step 5 and progress to step 6 upon the completion of 50% the OJTs/TPEs for that classification; and will progress to step 7 upon completion of 100% of the OJTs/TPEs for that classification. All other employees in Labor Grade 11 will start at step 5 and progress to step 6 upon the completion of 50% of the Level 1 OJTs/TPEs for those classifications and progress to Labor Grade 15, step 4 upon completion of 100% of the Level 1 OJTs/TPEs for those classifications.

Each employee will be permitted to progress through the steps within his or her particular job classification as quickly as possible.

d. To be eligible for promotion within a line of progression, an employee must have the proper qualifications for the higher job and must have completed all the OJTs/TPEs for the employee's present classification. When an employee is promoted into a higher job classification, he or she will be placed at the next higher wage step for such classification unless the employee has already completed OJTs/TPEs in that higher job classification. In such case, the employee will be placed at the step that reflects the number of OJTs/TPEs successfully completed in that classification.

e. Employees who promote in their line of progression must complete all OJTs/TPEs for their classification within 18 months of the date of promotion and must be making reasonable progress in completing OJTs/TPEs throughout the 18-month period. If an employee fails to complete the OJTs/TPEs in the time period so specified, he or she will be subject to return to his or her previous job classification.

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f. All new employees (except Laboratory Analysts, Stock Tenders, Tool Repair Mechanics and Plant Helpers) will start at Labor Grade 11, Step 5 and must complete all OJT's/TPE's for their classification (both Level 1 and Level 2) within 18 months and must be making reasonable progress in completing OJT's/TPE's throughout the 18-month period. Upon completion of their Level 1 OJT's/TPE's, new employees will move to the appropriate Labor Grade for their classification. Power Plant Attendants and Senior Stock Tenders will start at Labor Grade 11, step 5 and will progress no higher than Labor Grade 11, step 7 while in that classification.

g. Employees may cross-bid provided they have the proper qualifications for the classification they bid into prior to the award. Employees will be responsible for obtaining these qualifications on their own time. They must complete all OJT's/TPE's for their new classification within 18 months and must be making reasonable progress in completing OJT's/TPE's throughout the 18-month period. If the employee fails to complete or make reasonable progress in completing their OJT's/TPE's in the time period so specified, he or she will be returned to the original job classification at the same rate of pay they were earning in the new job (cross-bid title) at the time of the return. The employee will return to their rate of pay in the original job classification (prior to the cross-bid) when an opening occurs in the original job classification.

h. Employees on the payroll as of June 1, 2009 who decline to be promoted as part of Workforce Development will be permitted to work in the B Classification of their line of promotion and will not be required to complete any additional TPE's to remain in the B classification if they have already completed their job demos for that classification. The B classification will no longer remain in effect or be staffed other than as provided in this paragraph. When all employees on the payroll as of June 1, 2009 who have stayed in the B classification per the terms of this paragraph have left the B classification, for whatever reason, all B classifications will be deleted from the Wage Schedule and future Collective Bargaining Agreements will be amended accordingly.

i. The switch from job skills demos will not require incumbents who have completed their job skills demos to complete any additional TPE's in order to remain in their classification.

j. During the transition period to Workforce Development, employees will remain in their current work location as defined in the MOA. Thereafter, vacancies will be filled per the terms of the MOA.

k. The setting forth of jobs in the schedule of job classifications shall not be construed as a requirement on the part of the Company to fill such jobs, or to establish and maintain quotas of personnel in such jobs.

l. The parties ~~will agree to~~ establish a joint Workforce Development committee consisting of six members, equally divided between labor and management, to address issues of mutual concern with the Workforce Development process. The Company will provide the Union progress tracking reports for review.

m. Employees will be provided a reasonable opportunity to progress within and complete their TPE's in a timely manner. The Company will use its best efforts to allow employees to do so and will consider granting waivers of the TPE completion deadlines should circumstances warrant, but no waiver shall exceed 6 months.

n. Consistent with Article VII, in no case shall an employee be laid off prior to an employee with less Plant Seniority. Further, it is understood that employees who are bumped to a different department as the result of a workforce reduction will be given up to eighteen (18) months to qualify in the new position.

Appendix J

Holiday work shall be distributed (other than in operations groups) to volunteers utilizing the following guidelines:

1. Distribute within the classification in which the work required is normally performed.
2. Work will be offered to all eligible employees who are scheduled to work the holiday.
3. Should there be more volunteers than needed to do the work, volunteers will be picked by starting with the senior employee continuing down the seniority list until all the jobs are filled.
4. Should there be fewer volunteers than needed for the work to be done; the person with the least amount of seniority will be required to work continuing up the seniority list until all jobs are filled.
5. Rotating lists will be kept and posted in order to distribute holiday work equitably among affected employees.
6. When holiday work is necessary, the employees will be notified as soon as practicable, and if not notified, the employees will be considered off for the holiday for the purpose of this procedure; but employees who are working rotating shifts on the holiday will be required to work unless notified otherwise.
7. Should emergency work be needed on the holiday, the Company will follow the Bruce-Mansfield Plant Overtime Procedure.

Appendix K

Random Drug and Alcohol Testing

A. Commencing upon the effective date of the implemented terms Agreement, all bargaining unit employees will be subject to random drug and alcohol testing without notice, utilizing the procedures and protocols currently in place under Department of Transportation (DOT) regulations.

B. Any bargaining unit employee testing positive on any drug or alcohol test, (at or above the thresholds established for a positive drug or alcohol screen from time to time by the Department of Transportation), will be immediately suspended without pay pending further investigation. If positive test results are confirmed, the employee will be presented a Last Chance Agreement (LCA). Commencing upon the signing of the LCA, the employee has thirty (30) days in which to submit to and pass a return to work physical and drug and alcohol screen. In order to successfully pass the return to work drug and alcohol screen, the employee must test below the afore-mentioned D.O.T. testing thresholds.

The first ten (10) working days of this period will be considered a suspension, without pay. Following the suspension, the employee, if unable to immediately return to work, is eligible for sick pay during the remaining period of time if reasonable evidence is presented that the employee is enrolled in an Approved Rehabilitation Program. An Approved Rehabilitation Program is defined as any rehabilitation program for which reimbursement is available under the Company's health care plan. With respect to the thirty-day period specified above, the Company will consider expanding the period and the employee's eligibility for sick pay during that period on a case-by-case basis when circumstances beyond the control of the employee make it equitable for the Company to do so.

C. A refusal to sign the LCA under subsection B, above, will be considered cause for discharge under Article VI, Section 2, of the implemented terms collective bargaining agreement and the Union will not grieve such discharge unless there is an issue with respect to the testing protocol.

D. An employee who signs the LCA will be subject to the following requirements:

1. The cost of any Approved Rehabilitation Program will be paid in accordance with the Company's health insurance plans.
2. A failure to pass the return to work drug and alcohol screen, as defined in paragraph B, will be considered good and sufficient reason for discharge under Article VI of the implemented terms collective bargaining agreement. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
3. Upon successful completion of the return-to-work physical, including ~~the a~~ drug and alcohol screen, the employee will be returned to his or her prior job, with no loss of seniority.

4. Upon return to active employment, the employee will be subject to discretionary follow-up drug and alcohol testing for a period of two (2) years, or longer, if mandated by a substance abuse professional in accordance with Department of Transportation regulations, (as well as random drug and alcohol testing in the same manner as any other employee), commencing with the date of his or her actual return to work. Such an employee may be subjected to drug and alcohol testing at any time, without notice, at the discretion of the Company.
 5. A failure to meet any of the conditions of the LCA, including following the recommendations of the Substance Abuse Professional or any subsequent drug or alcohol test on which the employee tests positive will be considered good and sufficient cause for discharge. The Union will not grieve any such discharge unless there is an issue with respect to the testing protocol.
 6. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee will be subject to random and alcohol drug testing in the same manner as any other bargaining unit employee.
 7. Upon the expiration of the two (2) year period specified in paragraph 4 above, the employee's disciplinary record will not be expunged and the suspension may be used in the consideration of appropriate discipline for other violations of Company policy.
- A.D. An employee who voluntarily comes forward and seeks rehabilitation will not be required to sign a LCA, but instead will be dealt with in accordance with the Drug and Alcohol Policy. It will not be considered coming forward voluntarily when an employee comes forward after being selected for a random or alcohol drug test or any other Company-administered drug or alcohol test. In those cases, the employee may still come forward but will be subject to signing a LCA in order to retain his or her job.

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APPENDIX L

VACATION BANKING

1. Employees' existing banked vacations will be frozen as of January 1, 2016 and may not be replenished.
2. Banked vacation is to be paid if:
 - a. An employee dies prior to retirement, or
 - b. An employee terminates.
3. Payment for banked vacation will be at the employee's pay rate as of December 31, 2015.
4. Time off accumulated in the vacation banking account may be taken prior to retirement, or, in lieu thereof, the employee may receive payment at retirement.
5. Banked time off which is to be used for the purpose of an extended vacation is to be scheduled at a time mutually convenient to the employee and his/her supervisor.

Appendix M

Resource Sharing

Employees at the Bruce Mansfield Plant may be directed to travel from their normal stations or place of employment to any FirstEnergy Generation LLC, FENOC or FirstEnergy Utility or Company facility as the workload requires. When the Company deems it necessary to assign employees to resource share, it will first seek volunteers, from the appropriate job classification, qualified for such assignments. If sufficient volunteers are not obtained, necessary qualified employees may be assigned by the Company to work in locations that are within 100 driving miles of Bruce Mansfield Generating Station as measured by Google Maps. Such assignments will be in inverse order of Job Classification Seniority.

a. When working remotely, starting times for day shift will be between 6:00 am and 8:00 am. Starting times for afternoon shift will be between 2:00 pm and 4:00 pm. Starting times for evening shift will be between 10:00 pm and midnight.

b. When supplementing the host location's workforce, Bruce Mansfield employees will work the same schedule as the host plant.

c. When employees are sent to any Facility which is within 60 driving miles of Bruce Mansfield Generating Station, as measured by Google Maps, paid hours will normally begin at the job site.

d. When employees are sent to any plant which is more than 60 miles but less than 100 miles from Bruce Mansfield Generating Station, as measured by Google Maps, the Company shall pay to each employee so reporting a transportation allowance in accordance with the IRS Guidelines for one daily round trip and a daily per diem for meals and incidental expenses as set forth in the GSA CONUS tables. The employee will be required to travel to these plants on his or her own time; paid hours will normally begin at the job site.

e. When employees are sent to a location 100 driving miles or more from Bruce Mansfield Generating Station, as measured by Google Maps, the Company shall pay to each employee so reporting a transportation allowance paid in accordance with the IRS Guidelines for one round trip per week and a daily per diem for lodging, meals and incidental expenses as set forth in the GSA CONUS tables. Employees traveling to these plants will travel on Company time to the job site at the beginning and end of the job. Assignments greater than 100 driving miles will be on a voluntary basis.

f. All mileage will be actual miles traveled to the assigned reporting place travelling from their home directly to the reporting place.

g. If employees are required to transport special tools or equipment requiring particular attention to load, they will be paid for any additional time caused by the transport greater than their normal commute to that location. (This does not apply to personally issued equipment such as lap tops, phones, tool bags/boxes or personal protective equipment.) Employees will not be required to transport substantive Company materials or equipment in their

personal vehicles, beyond ordinary tools, tool bags/boxes, or equipment easily carried or transported.

h. When crew members are directed to report to a remote location to begin their shift, and then directed to report to another facility within the same day, they will be compensated for all time in transit to the second site and reimbursed for any mileage incurred to the second site in their personal vehicle which is greater than their normal commute.

i. Employees have no claim to overtime based on the work of other employees working under Resource Sharing.

k. Employees will not be required to work as replacement workers in a labor dispute.

l. An employee's inability to obtain unescorted access in a nuclear facility will not adversely affect his job status with FEGCO.

MEMORANDUM OF AGREEMENT

— It is agreed that the interpretation of Article VI, Section 4, shall be guided, as applicable, and that area job vacancies during the term of this Agreement shall be filled in the following manner:

— An employee in the classification in which a vacancy occurs will be allowed, once per year, by bid to fill the vacancy on the basis of his or her job seniority. A maximum of two (2) lateral moves on any vacancy will be allowed per classification. As an exception to this, if work locations other than those listed below are established, jobs therein shall be open to all employees on the basis of their job seniority and any move caused by the new work location will not be counted as above.

— 1. Work locations for purposes of this Memorandum shall be:

SECTION	WORK LOCATION
Electrical	1. — Inside 2. — Outside
Instrument & Test	1. — Lime & Sludge 2. — SO ₂ 3. — Boiler
Lime & Sludge Handling	1. — Rotating Shift 2. — Relief Shift
Mechanical Maintenance	1. — Boiler 2. — Turbine 3. — SO ₂ 4. — Lime & Sludge 5. — Shift
Operations	1. — Rotating Shift 2. — Relief Shift
Storeroom	1. — Inside 2. — Outside 3. — Shift
Yard	1. — Operations 2. — Maintenance 3. — Lime, Relief & Equipment
Work locations are established for the Plant Helper job classification in the following areas:	1. — Inside 2. — Outside

~~2. The present procedure for processing pre-bids will be continued. An employee may submit or withdraw a bid at any time before he has accepted his bid to fill the job vacancy. The Company will consider the preferences of eligible employees when there are two (2) or more vacancies in a classification.~~

~~3. The person shall have no automatic right to return to his or her job occupied prior to movement under this Memorandum.~~

~~4. The words "one per year" shall mean once in the twelve (12) consecutive months beginning with his acceptance of the job.~~

~~5. In Article VI, Section 6, of the Contract between the Parties "former job" shall mean former job classification.~~

~~This Memorandum of Agreement shall have no effect upon the Company's rights to make temporary assignments to work locations or shifts or otherwise restrict or diminish any other presently existing rights of management.~~



76 S. Main Street
Akron, Ohio 44308

Charles P. Cookson
Executive Director
Labor Relations

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Fax : 330.761.2314
E-Mail : ccookson@firstenergycorp.com

October 27, 2015

Herman Marshman, Jr.
IBEW Local 272
838A Midland Avenue
Midland, PA 15059

Re: FirstEnergy and IBEW Local 272 Contract Negotiations

Dear Mr. Marshman:

The Bargaining Committees of FirstEnergy and IBEW Local 272 met on December 19, 2013 to begin negotiations to replace the agreement that was to expire February 15, 2014. Prior to contract expiration, the parties met ten (10) times for the purpose of negotiating a new agreement. The union cancelled five (5) additional meetings that were scheduled prior to contract expiration. The parties continued to negotiate following contract expiration and have met an additional twenty (20) times since February 15, 2014. The union also cancelled four (4) other post expiration meetings that were scheduled. In addition to these meetings, the parties met nine separate (9) times to discuss changes to the FirstEnergy Generation Personal Safety Manual prior to merging these discussions with those involving changes to the collective bargaining agreement.

Over the course of the past year, FirstEnergy has made two Comprehensive Offers of Settlement, neither of which you have taken back for a membership vote. The first was on September 25, 2014 and the second was on September 17, 2015. We remain far apart on key issues. In addition to other issues that remain unresolved, there are at least three significant items on which we have not been able to reach agreement:

- a. End of the retiree coverage for those "in the box" – you have told me that 2017 is the minimum you will accept, in addition to requiring that a subsidy be provided to current retirees
- b. Cash Balance Pension Plan for employees hired after 1/1/16 – the union has stated they cannot agree to this
- c. Resource Sharing – you have asked for a higher payment schedule for resource shared employees

These are very significant items to the Company, and we have repeatedly communicated to you that we have reached our final position on each of these very items. The Union has repeatedly rejected our last, best offer on each of these items. On the overwhelming number of our proposals, you have not proposed any counter at all. The Union has also made various

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CASE NO. WCA-170981 CASE NAME First Surg.

NO. OF PAGES 2 DATE 11/1/16 REPORTER JAO

Herman Marshman
October 19, 2015

statements over the course of negotiations demonstrating that further bargaining would be fruitless. Clearly, after thirty-nine negotiating sessions over twenty-two months of bargaining, we are at impasse.

In light of our bargaining impasse, FirstEnergy will implement terms on October 27 as outlined in the attached document. This includes the implementation of the most recent version of the Generation Personal Safety Manual.

Please contact me if you have any questions about the implemented agreement. We remain available to meet for negotiations at mutually convenient dates and times.

Sincerely,



Charles P. Cookson
Executive Director, Labor Relations

Summary of Implemented Terms¹
Bruce Mansfield Plant – IBEW Local 272

Flexible Benefits and Medical Opt Out (Article XVIII)

- Base PPO Plan defined as base plan for 2016. Enhanced High Deductible Plan Defined as base plan for 2017. New Company contributions effective 1/1/16
- \$500/\$1,000 Company contribution to Health Savings Accounts or 401k Plans for active employees beginning in 2016
- Retiree health subsidies for all in-the-box retirees end December 31, 2015. (Date moved from November 30, 2015 to allow for a reasonable transition from existing FirstEnergy coverage)
- Affordable Health Care Act requirements added. Effective 1/1/16

Pension (Article XVIII)

- Employees hired, or rehired on or after January 1, 2016 will participate in the FE Cash Balance Pension Plan
- Pension Plan dates updated for those hired prior to January 1, 2016

Vacation (Article X)

- Eliminate vacation banking. Existing banked vacation frozen as of January 1, 2016. Payment of banked vacation is at the employees' hourly rate as of 12/31/15
- Implement VPAD process for vacations effective January 1, 2017

Filling Vacancies (Article VI)

- Revise amount of time an employee has to return to his former position after bidding into a new position from six months to thirty (30) Days. Effective upon implementation
- Modify existing pre-bid system, submitting a pre-bid constitutes that an employee will accept the position if offered. Effective upon implementation

Absence Management (Article XII, Appendix D)

- Increase Wait Days prior to receiving sick leave (see new table). Effective upon implementation
- LTD – employee eligibility at six (6) months. Effective upon implementation
- Run FMLD concurrent with sick pay. Effective upon implementation
- Company doctor may examine an employee off on sick leave to determine whether the employee is able to work. Effective upon implementation

¹ This document is an informal summary only; details can be found in the Implemented Terms and Conditions.

EXHIBIT NO. 18 RECEIVED ☒ REJECTED ☐

CASE NO. 18-CA-163303 CASE NAME FirstEnergy

NO. OF PAGES 2 DATE 10/1/16 REPORTER JAO

- Illness verification requirement changed from fifth (5th) occurrence to third (3rd) occurrence.

Safety Shoes and Glasses (Update Appendix E)

- Replace safety shoes reimbursement formula with an annual allowance of One Hundred Twenty Dollars (\$120). Effective first bi-weekly pay following February 15, 2016

Random Testing Program (Update Appendix K)

- Update Random Testing to include Alcohol testing. Effective upon implementation

Resource Sharing (New Appendix M)

- Resource Sharing effective upon implementation

Work Locations (Elimination of MOA regarding work locations)

- Eliminate Work Location restrictions. Effective upon implementation

Safety (Article XVI)

- Replace the Accident Prevention Handbook (APH) with the Generation Personal Safety Manual (GPSM Rev 02). Effective upon implementation

Wages (Article XVII, Appendix A-1, A-2, Articles XVII, IX) – Wage updates only effective upon ratification of the contract by membership

- Equity Adjustment - \$1.00 per hour increase applied to all wages in effect July 1, 2015, only upon Ratification
- Effective the date of ratification, a General Wage Increase of five and one half percent (5.5%) will be granted on the wage rates in effect after equity adjustments
- Effective one year following the date of ratification, a General Wage Increase of two percent (2.0%)
- Upon ratification, increase Sunday Shift Premium to Two Dollars Five Cents (\$2.05) per hour, Afternoon Shift Premium to One Dollar Fifty (\$1.50) per hour, Night Shift Premium to One Dollar Fifty Five (\$1.55) per hour



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website: www.nlr.gov
Telephone: (412)395-4400
Fax: (412)395-5986

March 11, 2016

Re: FirstEnergy Generation Corp.
Case 06-CA-163303

Marianne Oliver, Esq.
Gilardi, Oliver & Lomupo, P.A.
223 Fourth Avenue, 10th Floor
The Benedum Trees Building
Pittsburgh, PA 15222-1717

Dear Ms. Oliver:

We have carefully investigated and considered your charge that FirstEnergy Generation Corp. has violated the National Labor Relations Act.

Decision to Partially Dismiss: Based on the investigation, I have decided to dismiss portions of the charge alleging that the Employer violated Section 8(a)(1) and (5) of the Act. The following is a list of the allegations I have determined lack merit and the reasons for the determination:

1. Implementing terms and conditions of employment prior to reaching a valid impasse

The evidence adduced during the investigation establishes that the parties reached impasse. In this regard, the investigation revealed that the parties had been engaged in negotiations since December 2013 and since the inception of negotiations the Union has continuously rejected the Employer's proposals on key issues without presenting substantive counterproposals. Thus, the Union had not moved in any meaningful way from its initial bargaining stance. Based on these and other factors, I have determined that the parties had in fact reached a valid impasse as of October 27, 2015, when the Employer implemented its final proposal. As to your legal argument that no valid impasse could have been reached because of current or remedied unfair labor practices, there was insufficient evidence to demonstrate a nexus between any current or remedied unfair labor practices upon which you relied to support your argument and the parties' bargaining for a successor contract.

2. Insisting on a proposal to alter the bargaining unit

You also allege that the Employer insisted to impasse on a permissive subject of bargaining, changing the scope of the bargaining unit, by transferring unit work to non-bargaining unit employees. More specifically, you contend that the Employer's proposal concerning the temporary assignment of Mobile Maintenance Crew employees to occasionally engage in certain unit work constituted a request to change the scope of the bargaining unit. However, the Employer's proposal herein does not constitute a proposed change in the scope of the bargaining unit. In addition, there was insufficient evidence to demonstrate that the Employer insisted to impasse on the Union's acceptance of this proposal or that the Employer implemented this proposal.

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MAR 14 2016

David S. Farless

EXH. NO. 9

EXHIBIT NO. 19 RECEIVED ☒ REJECTED ☐
CASE NO. ^{6-CA-163303}~~6-CA-170981~~ CASE NAME FirstEnergy
NO. OF PAGES 3 DATE 12/1/14 REPORTER JAO

FirstEnergy Generation Corp.
Case 06-CA-163303

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March 11, 2016

3. Implementing terms and conditions that are not encompassed in its bargaining proposals

Your charge alleges that the Employer implemented terms and conditions which were not encompassed in its bargaining proposals. To the contrary, the investigation revealed that the terms and conditions which were implemented had been presented in the Employer's proposals.

4. Partially implementing its proposal by refusing to implement the proposal for a wage increase

You also allege that the Employer's partial implementation was unlawful because the Employer did not implement the wage and shift differential. Because the proposed wage and shift differential increases had been severed from other proposals and were independent of the other implemented terms and conditions, the evidence was insufficient to establish that the Employer engaged in unlawful partial implementation of its proposals.

5. Dealing directly with unit employees

Finally, with respect to the allegation of direct dealing, the Employer's communication with unit employees concerning the implementation does not rise to the level of unlawful direct dealing. The Employer's communications provided information to the employees concerning the decision to implement the terms of its last comprehensive offer to the Union and the specifics of those terms. Because the communication did not directly or implicitly invite employees to engage in a give and take discussion with the Employer regarding their wages, hours, benefits or other terms and conditions of employment, it could not be determined to constitute unlawful direct dealing.

Accordingly I have decided to dismiss the above allegations. The remaining allegation that the Employer unlawfully conditioned implementation of a wage and shift differential increase upon membership ratification is being retained for further processing.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlr.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at www.nlr.gov, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on March 25, 2016. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed no later than 11:59 p.m. Eastern Time on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than March 24, 2016. If an

FirstEnergy Generation Corp.
Case 06-CA-163303

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March 11, 2016

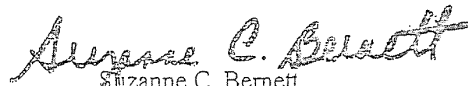
appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is received on or before March 25, 2016. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after March 25, 2016, even if it is postmarked or given to the delivery service before the due date. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA).

Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,


Suzanne C. Bernett
Acting Regional Director

Enclosure

cc: Rose Gobell, Human Resource Director
FirstEnergy Generation Corp.
76 Main Street
Akron, OH 44308-1812

David S. Farkas, Esq.
FirstEnergy Generation Corp.
76 S Main St 15th Fl
Akron, OH 44308

International Brotherhood of Electrical
Workers, Local Union No. 272, AFL-CIO
838A Midland Ave
Midland, PA 15059-1512

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APR 28 2016



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

R.M. GOEBEL
HR/BMP

REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website: www.nlr.gov
Telephone: (412)395-4400
Fax: (412)395-5986

April 22, 2016

Re: FirstEnergy Generation Corp.
Case 06-CA-163303

Marianne Oliver, Esq.
Gilardi, Oliver & Lomupo, P.A.
223 Fourth Avenue, 10th Floor
The Benedum Trees Building
Pittsburgh, PA 15222-1717

Dear Ms. Oliver:

We have carefully investigated and considered your charge that FirstEnergy Generation Corp. has violated the National Labor Relations Act. This letter is being sent because the Region has amended its original dismissal letter that issued on March 11, 2016. Specifically, the Region has decided to retain for further processing the allegation that the Employer violated the Act when it partially implemented its final proposal by refusing to implement its proposal for a wage increase. As set forth below, the Region is adhering to its original decision to dismiss the remaining charge allegations.

Decision to Partially Dismiss: Based on that investigation, I have decided to dismiss portions of the charge alleging that the Employer violated Sections 8(a)(1) and (5) of the Act. The following is a list of the allegations I have determined lack merit and the reasons for that determination:

1. Implementing terms and conditions of employment prior to reaching a valid impasse

The evidence adduced during the investigation establishes that the parties reached impasse. In this regard, the investigation revealed that the parties had been engaged in negotiations since December 2013 and since the inception of negotiations the Union has continuously rejected the Employer's proposals on key issues without presenting substantive counterproposals. Thus, the Union had not moved in any meaningful way from its initial bargaining stance. Based on these and other factors, I have determined that the parties had in fact reached a valid impasse as of October 27, 2015, when the Employer implemented its final proposal. As to your legal argument that no valid impasse could have been reached because of current or remedied unfair labor practices, there is insufficient evidence to demonstrate that any current or

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NO OF PAGES

EXH. NO. 10

Appendix001353

EXHIBIT NO. J10 RECEIVED ✓ REJECTED

CASE NO. 6-(A-463303)
6-(A-17090) CASE NAME First Energy

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remedied unfair labor practices upon which you relied, interfered with the parties' negotiations for a successor contract.

2. Insisting on a proposal to alter the bargaining unit.

You also allege that the Employer insisted to impasse on a permissive subject of bargaining, changing the scope of the bargaining unit, by transferring unit work to non-bargaining unit employees. More specifically, you contend that the Employer's proposal concerning the temporary assignment of Mobile Maintenance Crew employees to occasionally engage in certain unit work constituted a request to change the scope of the bargaining unit. However, the Employer's proposal herein does not constitute a proposed change in the scope of the bargaining unit. In addition, there was insufficient evidence to demonstrate that the Employer insisted to impasse on the Union's acceptance of this proposal or that the Employer implemented this proposal.

3. Implementing terms and conditions that are not encompassed in its bargaining proposals.

Your charge alleges that the Employer implemented terms and conditions which were not encompassed in its bargaining proposals. To the contrary, the investigation revealed that the terms and conditions which were implemented had been presented in the Employer's proposals.

4. Dealing directly with unit employees.

Finally, with respect to the allegation of direct dealing, the Employer's communication with unit employees concerning the implementation does not rise to the level of unlawful direct dealing. The Employer's communications provided information to the employees concerning the decision to implement the terms of its last comprehensive offer to the Union and the specifics of those terms. Because the communication did not directly or implicitly invite employees to engage in a give and take discussion with the Employer regarding their wages, hours, benefits or other terms and conditions of employment, it could not be determined to constitute unlawful direct dealing.

Accordingly, I have decided to dismiss the above allegations. The remaining allegations that the Employer failed to implement a proposed wage increase when it implemented its other terms of employment contained in its last comprehensive offer and, conditioned the implementation of this wage and shift differential increase upon membership ratification are being retained for further processing.

Your Right to Appeal: It is not necessary to further appeal this decision as the only amendment concerned retaining one of the previously dismissed allegations.

Thus, the appeal that you filed with the General Counsel of the National Labor Relations Board, through the Office of Appeals, in response to the Region's dismissal letter which issued on March 11, 2016, is being retained and considered.

Very truly yours,



Nancy Wilson
Regional Director

Enclosure

cc: Rose Gobell, Human Resource Director
FirstEnergy Generation Corp.
76 Main Street
Akron, OH 44308-1812

David S. Farkas, Esq.
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